

NOTICE OF PUBLIC MEETING



JANUARY 25, 2022 AT 12:00 P.M.

**11 CHAPEL LANE, SUITE B
NEW BOSTON, TX 75570**

The Board of Directors of TexAmericas Center will meet to conduct business at the above date, time and location.

AGENDA

1. Refection and Pledge of Allegiance.
2. Call to Order.
3. Roll Call of Directors.
4. Public Comment Period for Non-Agenda Items. Comments are limited to five minutes.
5. Public Comment Period for Agenda Items. Comments are limited to five minutes.
6. Hear and discuss reports from the standing Committees of TexAmericas Center. Committees that met since the last board meeting are: NONE
7. Consent Agenda:
 - a. Approve Minutes of Board Meeting from November 30, 2021.
 - b. Approve Check Book Register and Deposit Summary from November 20,2021 –January 19, 2022.
 - c. Approve modification to the Annual Leave and Sick Leave policies and Compensation due to the Coronavirus for FY2022 (through September 30, 2022).
8. Report regarding regional water.
9. Consider and take action upon **Resolution #20220125-01 authorizing a modification to the Cooperative Agreement for Environmental Services Between TexAmericas Center and the United States of America to extend the Agreement's Period of Performance.**

10. Consider and take action upon **Resolution #20220125-02 ratifying that certain letter agreement dated December 16, 2021 by and between TexAmericas Center and Menard Industries, LLC regarding the purchase of Railroad Track Materials by TexAmericas Center from Menard Industries, LLC and authorizing the closing upon the purchase of rail and associated accessories; authorizing the Executive Director to execute documents; providing for an effective date; and providing for a budget amendment.**
11. Consider and take action upon **Resolution #20220125-03** authorizing the Executive Director/CEO to amend the Personnel Policy Manual.
12. Consider and take action upon **Resolution #20220125-04** authorizing the Executive Director/CEO **to execute a contract with Rone Engineering Services, Ltd., for Professional Engineering Services for FY2022.**
13. Consider and take action upon **Resolution #20220125-05** authorizing the execution of a **Transload Service Agreement and Addendum with Spring Creek Holdings, LLC; and providing for an effective date.**
14. Consider and take action upon **Resolution #20220125-06** approving a **Standard Transload Service Agreement Template for use by TexAmericas Center Transload Operations; and providing for an effective date.**
15. Staff Reports:
 - a. Executive Director/CEO Report
 - b. Executive Vice President/CEDO Report
 - c. Executive Vice President/COO Report
 - d. Vice President of Logistics Report
 - e. Vice President of Finance Report
 - f. General Manager of Railroad and Transload Ops Report
16. Adjourn to Executive Session pursuant to the following Sections:
 - a. Section 551.071 of the Texas Government Code; Consultation with attorney regarding legal issues relating to pending or contemplated litigation.
 - b. Section 551.072 of the Texas Government Code; Deliberation of the purchase, exchange, lease, or value of real property.
 - c. Section 551.074 of the Texas Government Code; Personnel Matters.
 - d. Section 551.087 of the Texas Government Code; Deliberation regarding Economic Development Negotiations.
17. Reconvene in Open Session.
18. Consider and take action upon **Resolution #20220125-07** authorizing the Executive Director/CEO **to execute a modification and extension of lease for a multi-commodity transload facility for additional acreage at 695 Oak Street, Hooks, TX 75561, Area BB, to Spring Creek Holdings, LLC DBA Spring Creek Enterprises.**
19. Consider and take action upon **Resolution #20220125-08** authorizing the Executive Director/CEO **to execute a contract for geotechnical testing services at B-Line and C-Line in an amount not to exceed \$75,000.00.**

20. Consider and take action upon **Resolution #20220125-09 authorizing the repurchase of 10 acre tract from Hooks Special Industrial Development Corporation; and providing for an effective date.**
21. Consider and take action upon **Resolution #20220125-10 authorizing the Closing upon the Sale of a 4.736 Acre Tract (G Ponds) to Expansion Industries, LLC; and providing for an effective date.**
22. Adjournment.



MINUTES

The Board of Directors of TexAmericas Center met to conduct business at 11 Chapel Lane, Suite B, New Boston, TX 75570 on November 30, 2021.

1. The Directors and public began to assemble at 11:30 a.m. while lunch was served.
2. The Reflection and the Pledge of Allegiance were led by Scott Norton and Jim Roberts.
3. Jim Roberts, Chairman of the Board, called the meeting to order at 12:06 p.m. certifying that the meeting was properly posted, being held in accordance with the Texas Open Meetings act and that a quorum was present.
4. Jim Roberts, Chairman of the Board, swore in a New Director, Kyle Davis.

5. **Directors in Attendance were:**

Jim Roberts	Justin Powell	Ben King	Denis Washington
Ron Collins	Jimmy Howell	Steven Seals	Craig McDuffie
Kevin Avery	Dan Boyles	Marc Reiter	Kyle Davis

Directors Absent were:

Steve Mayo	Fred Meisenheimer	Tim Ketchum
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Staff and Others in Attendance were:

Scott Norton	Marla Byrd	John Moran	Eric Voyles
Jeff Whitten	John Sesler	Wes Jordan	Kyle Dooley
		Jordan Law Firm	Riverbend Water Resources District

Troy Lemons

Holliday, Lemons & Cox, P.C.

6. Jim Roberts called for Public Comments for Non-Agenda Items. Comments are limited to five minutes. None noted.
7. Jim Roberts called for Public Comments for Agenda Items. Comments are limited to five minutes. None noted.
8. Jim Roberts called for reports from the standing Committees of TexAmericas Center. Committees that had met since the last board meeting were:
 - a. Infrastructure/REM
 - b. Executive

c. Investment/Finance

No other comments other than the Minutes provided in the board packet.

9. A motion was made by Marc Reiter and seconded by Ron Collins to approve the items listed under the Consent Agenda. The motion carried unanimously by voice vote. Those items were:
 - a. Approved Minutes of Board Meeting from October 26, 2021
 - b. Approved Check Book Register and Deposit Summary from October 21, 2021 –November 19, 2021.
 - c. Considerer and took action upon **Resolution #20211130-01** approving the **Fiscal Year 2021 4th Quarter Scrap and Timber Sales Report.**
 - d. Considered and took action upon **Resolution #20211130-02** approving the **Fiscal Year 2021 4th Quarter Investment Report.**
 - e. Considered and took action upon **Resolution #20211130-03** authorizing the Executive Director/CEO **to execute contract for health insurance for employees for 2022.**
 - f. Considered and took action upon **Resolution #20211130-04** authorizing the Executive Director/CEO **to continue coverage with AMERITAS for employee dental benefits for 2022 and execute any documents if necessary.**
 - g. Considered and took action upon **Resolution #20211130-05** authorizing the Executive Director/CEO **to continue coverage with Superior Vision for employee vision benefits for 2022 and execute any documents if necessary.**
 - h. Considered and took action upon **Resolution #20211130-06** authorizing the Executive Director/CEO **to continue coverage with One America for employee life and supplemental benefits for 2022 and execute any documents if necessary.**
 - i. Considered and took action upon **Resolution #20211130-07** authorizing the Executive Director/CEO **to continue cover with Colonial Life for employee supplemental benefits for 2022 and execute any documents if necessary.**
 - j. Considered and took action upon **Resolution #20211130-08** ratifying the execution of the **purchase of an additional insurance policy for rail operation with Offenhauser Insurance through Indian Harbor to cover related aspects of TexAmericas Center operations (23,587.54).**
 - k. Considered and took action upon **Resolution #20211130-09** ratifying the execution of the **purchase of an additional insurance policy for rail operations with Conner and Duffer Insurance through Travelers of its affiliates to cover related aspects of TexAmericas Center operations not to exceed \$10,500.00.**
10. Considered and took action upon **Resolution #20211130-10** approving the **Fiscal Year 2021 4th Quarter Financials.** Troy Lemons with Holliday, Lemons and Cox, P.C. presented the FY2021 4th Quarter Financials. A motion was made by Justin Powell and seconded by Denis Washington. The motion carried unanimously by voice vote.
11. Kyle Dooley, Executive Director/CEO of Riverbend Water Resources District provided a report regarding regional water.
12. Considered and took action upon **Resolution 20211130-11** approving revisions to TexAmericas Center Purchasing and Accounts Payable Documentation Policy. A motion was made by Dan Boyles and seconded by Justin Powell. The motion carried unanimously by voice vote.
13. Considered and took action upon **Resolution #20211130-12 approving supplemental employee benefit flexible spending account with a vendor.** A motion was made by Dan Boyles and seconded by Justin Powell. The motion carried unanimously by voice vote.

14. Considered and took action upon **Resolution #20211130-13 ratifying the execution of an agreement with Lockwood, Andrews & Newnam, Inc. (LAN) for support in pursuit of project funding through the FRA sponsored CRISI Grant Program.** A motion was made by Ron Collins and seconded by Jimmy Howell. The motion carried unanimously by voice vote.
15. Considered and took action upon **Resolution #20211130-14 adopting a standard Railcar Storage Agreement Form; Authorizing the Executive Director/CEO to Execute Railcar Storage Agreements; and Providing for an Effective Date.** A motion was made by Jimmy Howell and seconded by Denis Washington. The motion carried unanimously by voice vote.
16. Considered and took action upon **Resolution #20211130-15** authorizing the Executive Director/CEO **to execute a Franchise Agreement and Easement Agreement with Valor Telecommunication of Texas, LLC D/B/A Windstream; and Providing an Effective Date.** A motion was made by Justin Powell and seconded by Denis Washington. The motion carried unanimously by voice.
17. Considered and took action upon **Resolution #20211130-16** authorizing the Executive Director/CEO **to execute a contract for the repair and replacement of doors at 245 Ammo Drive in an amount not to exceed \$75,000.00.** A motion was made by Dan Boyles and seconded by Denis Washington. The motion carried unanimously by voice vote.
18. Considered and took action upon **Resolution #20211130-17** authorizing the Executive Director/CEO **to execute a contract for the repair and replacement of the roof at 245 Ammo Drive in an amount not to exceed \$175,000.00.** A motion was made by Justin Powell and seconded by Denis Washington. The motion carried unanimously by voice vote.
19. Considered and took action upon **Resolution #20211130-18** authorizing the Executive Director/CEO **to execute a Limited Waiver and Termination of Restrictive Covenant Regarding Property Owned by the W.W. Williams Company; and Defining an Effective Date.** A motion was made by Denis Washington and seconded by Dan Boyles. The motion carried unanimously by voice vote.
20. Staff Reports:
 - a. Scott Norton provided the Executive Director/CEO Report.
 - b. Eric Voyles provided the Executive Vice President/CEDO Report/
 - c. Jeff Whitten provided Executive Vice President/COO Report including Conceptual Plan for the Utility Infrastructure Improvements in Area BB on the TAC East Campus.
 - d. John Sesler provided the Vice President of Logistics Report and in Darrell Thompson's absence, provided a brief update on Railroad and Transload Ops.
 - e. John Moran provided the Vice President of Finance Report.
21. A motion was made at 1:09 p.m. by Ben King and seconded by Justin Powell to adjourn to Executive Session pursuant to the following Sections. The motion carried unanimously by voice vote.
 - a. Section 551.071 of the Texas Government Code; Consultation with attorney regarding legal issues relating to pending or contemplated litigation.
 - b. Section 551.072 of the Texas Government Code; Deliberation of the purchase, exchange, lease, or value of real property.
 - c. Section 551.074 of the Texas Government Code; Personnel Matters.

- d. Section 551.087 of the Texas Government Code; Deliberation regarding Economic Development Negotiations.

Marc Reiter left the meeting at 1:37 p.m.

22. A motion was made by Ben King and seconded by Justin Powell to reconvene in Open Session at 1:53 p.m. The motion carried unanimously by voice vote.
23. Considered and took action upon **Resolution #20211130-19** authorizing the Executive Director/CEO **to execute a modification of lease and future reduction of leased premises with Array Technologies, Inc. for 553 Elm Circle, Hooks TX 75561, located upon the TAC-East Campus.** A motion was made by Justin Powell and seconded by Ben King. The motion carried unanimously by voice vote.
24. Considered and took action upon **Resolution #20211130-20** authorizing the Executive Director/CEO **to execute a modification of lease with Harrison, Walker & Harper, LLC for a company name change to We Build, Inc. dba HWH Industrial for 161 Arkansas Avenue, Lot B, Laydown Yard, New Boston, TX located upon the TAC-Central Campus.** A motion was made by Denis Washington and seconded by Jimmy Howell. The motion carried unanimously by voice vote.

With no other business to discuss, a motion was made by Jimmy Howell and seconded by Denis Washington to adjourn the meeting at 1:54 p.m. The motion carried unanimously by voice vote.

The above and foregoing minutes of the TexAmericas Center Board of Directors meeting, November 30, 2021, were read and approved on January 25, 2022.

Justin Powell, Secretary

TexAmericas Center
Check Register
November 20, 2021 - January 19, 2022

Type	Date	Num	Name	Memo	Deposits	Payments
Check	11/22/2021	EFT	Regions	Credit Card Payment		990.60
Check	11/22/2021	eft	Regions Credit	Credit Card Payment		1,801.37
Check	11/22/2021	EFT	Regions	Credit Card Payment		49.88
Check	11/22/2021	EFT	Regions	Credit Card Payment		4,410.82
Deposit	11/22/2021			Deposit	25,048.87	
Check	11/22/2021	19107	TexAmericas Center Rail Account	Open Rail Account		50.00
Check	11/22/2021	EFT	Regions	Credit Card Payment		1,761.95
Liability Check	11/22/2021	E-pay	United States Treasury	75-2804233 QB Tracking # -1921584438		13,058.78
Check	11/22/2021	EFT	Regions	Credit Card Payment		4,464.75
Check	11/23/2021	EFT	Regions	Credit Card Payment		2,214.24
Liability Check	11/23/2021	E-pay	United States Treasury	75-2804233 QB Tracking # 495062366		1,631.40
Deposit	11/24/2021			Deposit	27,500.00	
Paycheck	11/26/2021	19108	Byrd, Marla G	Payroll		576.60
Paycheck	11/26/2021	19109	Jackson, Ruth E	Payroll		352.76
Paycheck	11/26/2021	19110	Jimenez, Alberto	Payroll		569.55
Paycheck	11/26/2021	19111	Kemp, Teresa D	Payroll		368.69
Paycheck	11/26/2021	19112	McCloskey, Devon D	Payroll		373.23
Paycheck	11/26/2021	19113	Moran, John M	Payroll		570.92
Paycheck	11/26/2021	19114	Poe, Tyler T	Payroll		297.73
Paycheck	11/26/2021	19115	Redfearn, Richard	Payroll		63.15
Paycheck	11/26/2021	19116	Sesler, John T	Payroll		1,176.01
Paycheck	11/26/2021	19117	Sleek, Holly R	Payroll		550.27
Paycheck	11/26/2021	19118	Thompson, Darrell	Payroll		11.13
Paycheck	11/26/2021	19119	Voyles, Eric D	Payroll		1,296.54
Paycheck	11/26/2021	19120	Whitten, Jeffery D	Payroll		1,376.54
Liability Check	12/02/2021		QuickBooks Payroll Service	Payroll		39,338.80
Paycheck	12/06/2021	19121	Whitten, Jeffery D	Payroll		2,408.15
Liability Check	12/06/2021	E-pay	United States Treasury	Payroll Liability		13,777.83
Liability Check	12/06/2021	E-pay	United States Treasury	Payroll Liability		489.70
Bill Pmt -Check	12/07/2021	19122	Acey Burglar Alarm Systems	Security		44.95
Bill Pmt -Check	12/07/2021	19124	Airgas USA, LLC	Supplies		103.00
Bill Pmt -Check	12/07/2021	19125	Amazon	Repairs		1,103.72
Bill Pmt -Check	12/07/2021	19126	American Fire Protection Group	Emergency Sprinkler Repair		712.76
Bill Pmt -Check	12/07/2021	19127	American United Life Insurance Company	Insurance		1,392.50
Bill Pmt -Check	12/07/2021	19128	Bumper to Bumper	Vehicle Repairs		121.12
Bill Pmt -Check	12/07/2021	19129	Cintas Corp #197	Uniforms		70.00
Bill Pmt -Check	12/07/2021	19130	Colonial Life	Insurance		326.78
Bill Pmt -Check	12/07/2021	19131	Cooper Cleaning Service, LLC	Cleaning		1,200.00
Bill Pmt -Check	12/07/2021	19132	Express Employment Professionals	Temp Labor		3,116.40
Bill Pmt -Check	12/07/2021	19133	France Publications, Inc.	Advertising		155.00
Bill Pmt -Check	12/07/2021	19134	Group C Media, Inc	Advertising		995.00
Bill Pmt -Check	12/07/2021	19136	Julie's Deli	Meetings & Entertainment		830.27
Bill Pmt -Check	12/07/2021	19137	Kingwood Forestry Services, Inc.	Reforestation		6,392.00
Bill Pmt -Check	12/07/2021	19138	Locksmith TXK	Rekey Master		157.00
Bill Pmt -Check	12/07/2021	19139	McWilliams & Associates	Consulting		3,333.33
Bill Pmt -Check	12/07/2021	19140	Mountain Valley of Texarkana, Inc	Supplies		105.00
Bill Pmt -Check	12/07/2021	19142	Poe, Tyler	Reimbursement		100.00
Bill Pmt -Check	12/07/2021	19143	Superior Vision of Texas	Insurance		168.25
Bill Pmt -Check	12/07/2021	19144	Texarkana New Holland / JCB Rental and Us	Repairs		1,661.59
Bill Pmt -Check	12/07/2021	19145	TrueLook, Inc.	Security		349.00
Bill Pmt -Check	12/07/2021	19146	Waste Management	Waste Management		904.39
Bill Pmt -Check	12/07/2021	19147	Texarkana New Holland / JCB Rental and Us	Tractor Parts		24.78
Bill Pmt -Check	12/07/2021	19149	Lindsey, Jeffery	Consulting		15,000.00
Check	12/08/2021	EFT	Regions	Credit Card Payment		1,684.19
Check	12/08/2021	EFT	Wright Express	Credit Card Payment		1,249.88

TexAmericas Center
Check Register
November 20, 2021 - January 19, 2022

Bill Pmt -Check	12/10/2021	19151	Sesler, John	Per Diem		88.50
Deposit	12/13/2021			Deposit	10,010.39	
Deposit	12/13/2021			Deposit	51,446.56	
Deposit	12/13/2021			Deposit	802.88	
Check	12/14/2021	EFT	Regions Credit	Credit Card Payment		1,348.40
Liability Check	12/16/2021		QuickBooks Payroll Service	Payroll		38,113.11
Liability Check	12/17/2021	E-pay	United States Treasury	Payroll Liability		13,098.60
Check	12/17/2021	19153	4X Industrial LLC	Repairs		512.72
Bill Pmt -Check	12/17/2021	19154	AEP SWEPSCO	Utilities		357.30
Bill Pmt -Check	12/17/2021	19155	Airgas USA, LLC	Supplies		115.20
Bill Pmt -Check	12/17/2021	19157	Ameritas	Supplies		952.40
Bill Pmt -Check	12/17/2021	19158	Business Communications Systems, Inc.	Telephone & Internet		79.00
Bill Pmt -Check	12/17/2021	19159	Cintas Corp #197	Uniforms		96.80
Bill Pmt -Check	12/17/2021	19161	Conterra Networks	Telephone & Internet		1,889.51
Bill Pmt -Check	12/17/2021	19162	CoStar Realty Information, Inc.	Advertising		534.72
Bill Pmt -Check	12/17/2021	19163	Datacast, Inc.	IT Management		3,043.21
Bill Pmt -Check	12/17/2021	19164	Eagle Cutting & Supply, LLC	Repairs		372.92
Bill Pmt -Check	12/17/2021	19165	EDP Best Practices, LLC	Grant Assistance		3,780.00
Bill Pmt -Check	12/17/2021	19166	Express Employment Professionals	Temp Labor		2,077.60
Bill Pmt -Check	12/17/2021	19167	Federal Express	Shipping		41.30
Bill Pmt -Check	12/17/2021	19168	Four Thirteen, Inc.	201 Bowie Pkwy		232,999.38
Bill Pmt -Check	12/17/2021	19169	GFOA	Membership		150.00
Bill Pmt -Check	12/17/2021	19170	Global Site Location Industries	Advertising		8,500.00
Bill Pmt -Check	12/17/2021	19171	Goff Heating & Air, Inc.	Bldg 135		150.00
Bill Pmt -Check	12/17/2021	19172	Healthcare Express	Other Employee Cost		45.00
Bill Pmt -Check	12/17/2021	19173	Hooks Tire Service	Inspection		7.00
Bill Pmt -Check	12/17/2021	19174	KSBR LLC	Grant Consultation		5,325.00
Bill Pmt -Check	12/17/2021	19175	Lockwood, Andrews & Newman, Inc	Rail Grant		29,299.50
Bill Pmt -Check	12/17/2021	19176	Madison Services, Inc.	Mowing		500.00
Bill Pmt -Check	12/17/2021	19177	Mountain Valley of Texarkana, Inc	Supplies		84.00
Bill Pmt -Check	12/17/2021	19178	Novogradac & Company	Training Material		39.95
Bill Pmt -Check	12/17/2021	19179	R.B.T. Construction	Bldg 333 Repairs		3,510.00
Bill Pmt -Check	12/17/2021	19181	Smyrna Cemetery	Memorial		100.00
Bill Pmt -Check	12/17/2021	19182	Stover Inc	Rail Repairs		1,000.00
Bill Pmt -Check	12/17/2021	19183	Texarkana Chamber of Commerce	Membership		2,000.00
Bill Pmt -Check	12/17/2021	19184	Texarkana Gazette	Advertising		1,000.56
Bill Pmt -Check	12/17/2021	19185	Texarkana New Holland / JCB Rental and Us	Equipment Repairs		47.71
Bill Pmt -Check	12/17/2021	19186	Texarkana Tractor	Equipment Repairs		57.08
Bill Pmt -Check	12/17/2021	19187	Transamerica Employee Benefits	Insurance		503.58
Bill Pmt -Check	12/17/2021	19188	Verizon	Telephone		331.10
Bill Pmt -Check	12/17/2021	19189	West St Home & Auto	Equipment Repairs		134.92
Bill Pmt -Check	12/17/2021	19190	Whitten, Jeff	Tuition Reimbursement		3,114.67
Bill Pmt -Check	12/17/2021	19191	Wholesale Electric Supply	Repairs		484.08
Bill Pmt -Check	12/17/2021	19192	Xerox Corp	Copier		535.32
Bill Pmt -Check	12/17/2021	19193	MW Builders	Spec Bldg		87,467.00
General Journal	12/17/2021	HS2		Record Spec Bldg Payment		299,578.56
Deposit	12/17/2021			Deposit	10,005.52	
Bill Pmt -Check	12/22/2021	19194	U.S. Treasury	Utility Deposit		650.00
Bill Pmt -Check	12/22/2021	19195	Velocity Roads	Road Repairs		9,900.00
Liability Check	12/30/2021		QuickBooks Payroll Service	Payroll		43,547.20
Liability Check	01/03/2022	E-pay	United States Treasury	Payroll Liability		16,393.52
Check	01/04/2022	EFT	Regions Credit	Credit Card Pmt		588.97
Check	01/04/2022	EFT	Regions Credit	Credit Card Pmt		4,455.99
Check	01/04/2022	EFT	Regions Credit	Credit Card Pmt		2,622.14
Check	01/04/2022	EFT	Regions Credit	Credit Card Pmt		3,209.99
Check	01/04/2022	EFT	Regions	Credit Card Pmt		166.88
Check	01/04/2022	EFT	Regions	Credit Card Pmt		874.98

TexAmericas Center
Check Register
November 20, 2021 - January 19, 2022

Bill Pmt -Check	01/06/2022	19196	Acey Burglar Alarm Systems	Security	158.95
Bill Pmt -Check	01/06/2022	19197	AEP SWEPCO	Utilities Dec	2,045.45
Bill Pmt -Check	01/06/2022	19198	Airgas USA, LLC	Supplies	227.22
Bill Pmt -Check	01/06/2022	19199	Amazon	Repairs	340.28
Bill Pmt -Check	01/06/2022	19200	American United Life Insurance Company	Insurance	1,493.21
Bill Pmt -Check	01/06/2022	19201	Arkansas Graphics	Advertising	376.26
Bill Pmt -Check	01/06/2022	19202	Bumper to Bumper	Vehicle Repairs	483.11
Bill Pmt -Check	01/06/2022	19203	Cardno, Inc.	Wet Land Study	18,945.45
Bill Pmt -Check	01/06/2022	19204	Chartwell Agency	Advertising	4,000.00
Bill Pmt -Check	01/06/2022	19205	Cintas Corp #197	Uniforms	70.00
Bill Pmt -Check	01/06/2022	19206	Colonial Life	Insurance	490.17
Bill Pmt -Check	01/06/2022	19207	Cooper Cleaning Service, LLC	Cleaning	1,200.00
Bill Pmt -Check	01/06/2022	19208	Datacast, Inc.	Computer IT	3,473.74
Bill Pmt -Check	01/06/2022	19209	Dodson Overhead Door and Gate, LLC	Repairs	1,700.00
Bill Pmt -Check	01/06/2022	19210	Express Employment Professionals	Temp Labor	3,116.40
Bill Pmt -Check	01/06/2022	19211	Federal Express	Shipping	68.01
Bill Pmt -Check	01/06/2022	19212	France Publications, Inc.	Advertising	155.00
Bill Pmt -Check	01/06/2022	19213	Goff Heating & Air, Inc.	Repairs	1,443.50
Bill Pmt -Check	01/06/2022	19214	Harris House 360	Advertising	2,000.00
Bill Pmt -Check	01/06/2022	19215	Hightech Signs	Advertising	700.00
Bill Pmt -Check	01/06/2022	19216	Hooks Tire Service	Vehicle Repairs	375.00
Bill Pmt -Check	01/06/2022	19217	Jordan Law Firm, L.L.P.	Legal Expenses	13,217.80
Bill Pmt -Check	01/06/2022	19218	Julie's Deli	Meetings & Entertainment	342.92
Bill Pmt -Check	01/06/2022	19219	Ledwell Office Solutions	Office Supplies	1,034.95
Bill Pmt -Check	01/06/2022	19220	McWilliams & Associates	Consulting	3,333.33
Bill Pmt -Check	01/06/2022	19221	Randy's Smokehouse BBQ	Meetings & Entertainment	575.00
Bill Pmt -Check	01/06/2022	19223	Superior Vision of Texas	Insurance	145.05
Bill Pmt -Check	01/06/2022	19224	Texarkana Regional Airport	Advertising	2,835.00
Bill Pmt -Check	01/06/2022	19225	TrueLook, Inc.	Security	349.00
Bill Pmt -Check	01/06/2022	19226	Verizon	Telephone	288.00
Bill Pmt -Check	01/06/2022	19227	West St Home & Auto	Repairs	57.99
Bill Pmt -Check	01/06/2022	19228	Wholesale Electric Supply	Repairs	481.46
Bill Pmt -Check	01/06/2022	19229	Hancock, Tony	Reimbursement	67.35
Bill Pmt -Check	01/06/2022	19230	Riverbend Water Resources District	Utilities	251.00
Bill Pmt -Check	01/07/2022	19231	Lindsey, Jeffery	Consulting	15,000.00
Deposit	01/07/2022			Deposit	34,794.66
Liability Check	01/13/2022		QuickBooks Payroll Service	Payroll	35,985.01
Liability Check	01/13/2022	E-pay	United States Treasury	Payroll Liability	15,145.28
Liability Check	01/18/2022	EFT	Texas Workforce Commission	Payroll Liability	917.59
Bill Pmt -Check	01/19/2022	19232	AEP SWEPCO	Utilities	361.75
Bill Pmt -Check	01/19/2022	19233	Airgas USA, LLC	Supplies	31.98
Bill Pmt -Check	01/19/2022	19234	Amazon	Repairs	222.88
Bill Pmt -Check	01/19/2022	19235	American Fire Protection Group	Inspection	1,725.00
Bill Pmt -Check	01/19/2022	19236	Ameritas	Supplies	850.24
Bill Pmt -Check	01/19/2022	19237	Baker Donelson	Legal Expenses	1,840.00
Bill Pmt -Check	01/19/2022	19238	Boston Hardware & Lumber	Repairs	114.62
Bill Pmt -Check	01/19/2022	19239	Business Communications Systems, Inc.	Advertising	79.00
Bill Pmt -Check	01/19/2022	19240	Chartwell Agency	Advertising	4,000.00
Bill Pmt -Check	01/19/2022	19241	Cintas Corp #197	Uniforms	70.00
Bill Pmt -Check	01/19/2022	19242	Conner & Duffer Insurance Agency	Insurance	126,976.00
Bill Pmt -Check	01/19/2022	19243	Conterra Networks	Telephone & Internet	1,757.95
Bill Pmt -Check	01/19/2022	19244	Express Employment Professionals	Temp Labor	1,038.80
Bill Pmt -Check	01/19/2022	19245	Four Thirteen, Inc.	201 Bowie Pkwy	17,063.12
Bill Pmt -Check	01/19/2022	19246	Goff Heating & Air, Inc.	Repairs	90.00
Bill Pmt -Check	01/19/2022	19247	Holliday, Lemons & Cox, P.C.	Accounting	7,496.25
Bill Pmt -Check	01/19/2022	19248	Hooks Tire Service	Vehicle Repairs	1,132.00
Bill Pmt -Check	01/19/2022	19249	Locksmith TXK	Repairs	895.00

TexAmericas Center
Check Register
November 20, 2021 - January 19, 2022

Bill Pmt -Check	01/19/2022	19250	Menards Railroad Materials	Supplies	673.50
Bill Pmt -Check	01/19/2022	19251	Nash Electric Company	Bldg 133	5,600.00
Bill Pmt -Check	01/19/2022	19252	Riverbend Water Resources District	Utilities	182.01
Bill Pmt -Check	01/19/2022	19253	Texarkana Gazette	Advertising	26.40
Bill Pmt -Check	01/19/2022	19254	Texarkana New Holland / JCB Rental and Us	Equipment Repairs	121.51
Bill Pmt -Check	01/19/2022	19255	Texas Comptroller of Public Accounts	Membership	100.00
Bill Pmt -Check	01/19/2022	19256	Transamerica Employee Benefits	Insurance	335.72
Bill Pmt -Check	01/19/2022	19257	Waste Management	Waste Management	1,002.20
Bill Pmt -Check	01/19/2022	19258	Wholesale Electric Supply	Repairs	617.54
Bill Pmt -Check	01/19/2022	19259	Xerox Corp	Copier	555.27
Check	01/19/2022	EFT	Regions	Credit Card Payment	4,254.55
Check	01/19/2022	EFT	Regions	Credit Card Payment	2,613.41
Check	01/19/2022	EFT	Regions	Credit Card Payment	360.69



RESOLUTION NO. 20220125-01

A RESOLUTION AUTHORIZING A MODIFICATION TO THE COOPERATIVE AGREEMENT FOR ENVIRONMENTAL SERVICES BETWEEN TEXAMERICAS CENTER AND THE UNITED STATES OF AMERICA TO EXTEND THE AGREEMENT'S PERIOD OF PERFORMANCE

WHEREAS, TexAmericas Center is a political subdivision of the State of Texas with the powers and authorities specified in Chapter 3503 of the Special District Local Laws Code of the State of Texas; and

WHEREAS, on or about August 14, 2014, the United States of Americas acting by and through the Department of the Army and TexAmericas Center entered into an Environmental Services Cooperative Agreement (ESCA) for a period of five (5) years (August 7, 2014 through August 6, 2019) providing for the characterization and remediation of certain environmental conditions upon property owned by TexAmericas Center and/or property to be owned by TexAmericas Center; and

WHEREAS, the ESCA agreement period of performance was extended for one year by RESO 20190326-01 and was executed on or about March 28, 2019; and

WHEREAS, multiple modifications of this agreement have been executed and the period of performance has been executed through February 6, 2022; and

WHEREAS, the ongoing services being performed pursuant to the ESCA have revealed that there is a need for additional time for characterization and remediation work of areas of the property including but not limited to the property known as the High Explosive Burning Ground and additional time is needed to negotiate the terms of a future modification; and

WHEREAS, the parties have come to terms of modification for the said Cooperative Agreement to add additional time to the period of performance as described in the Cooperative Agreement Modification; and

WHEREAS, it is in the best interest of TexAmericas Center to enter into said modification of the Cooperative Agreement in order to complete the environmental remediation required so that the property may be used for job creation and economic development;

NOW, THEREFORE, BE IT RESOLVED by the Board of Directors of TexAmericas Center that the Cooperative Agreement Modification is approved.

BE IT FURTHER RESOLVED, that Scott Norton, Executive Director/CEO of TexAmericas Center shall be and he is hereby authorized to execute the Cooperative Modification Agreement to the ESCA and any and all other documents necessary to complete the process of the modification.

PASSED and APPROVED this 25th day of January, 2022.

Jim Roberts, Chairman of the Board

ATTEST:

Justin Powell, Secretary



RESOLUTION NO. 20220125-02

A RESOLUTION RATIFYING THAT CERTAIN LETTER AGREEMENT DATED DECEMBER 16, 2021 BY AND BETWEEN TEXAMERICAS CENTER AND MENARD INDUSTRIES, LLC REGARDING THE PURCHASE OF RAILROAD TRACK MATERIALS BY TEXAMERICAS CENTER FROM MENARD INDUSTRIES, LLC AND AUTHORIZING THE CLOSING UPON THE PURCHASE OF RAIL AND ASSOCIATED ACCESSORIES; AUTHORIZING THE EXECUTIVE DIRECTOR TO EXECUTE DOCUMENTS; PROVIDING FOR AN EFFECTIVE DATE; AND PROVIDING FOR A BUDGET AMENDMENT

WHEREAS, TexAmericas Center is a political subdivision of the State of Texas with the powers and authorities specified in Chapter 3503 of the Special District Local Laws Code of the State of Texas; and

WHEREAS, on or about December 16, 2021, Menard Industries, LLC and TexAmericas Center entered into a Rail Purchase Agreement for TAC to acquire certain used railroad trackage from Menard Industries, LLC contingent upon approval of the purchase by the Board of Directors of TexAmericas Center; and

WHEREAS, a copy of said Letter Agreement is attached hereto as EXHIBIT "A"; and

WHEREAS, a detailed listing of the rail to be purchased together with related materials including but not limited to railroad ties, track bolts and tie plugs is attached hereto as EXHIBIT "B"; and

WHEREAS, it is desirable to purchase the railroad trackage and related supplies and materials in order to upgrade the railroad tracks located on the TAC East Campus; and

WHEREAS, it is necessary to amend the budget of TexAmericas Center to provide for the expenditure of funds in the amount of \$1,403,470.00; and

WHEREAS, the Board of Directors of TexAmericas finds that it is in the best interest of TexAmericas Center to purchase these quality materials to upgrade the railroad track system upon TAC East Campus;

NOW, THEREFORE, BE IT RESOLVED by the Board of Directors of TexAmericas Center as follows:

1. That the Letter Agreement by and between Menard Industries, LLC and TexAmericas Center dated December 16, 2021, shall be and it is hereby ratified and approved.
2. That TexAmericas Center purchase the railroad trackage and related materials from Menard Industries, LLC at the stated price of \$1,403,470.00.
3. That the budget of TexAmericas Center be amended to reflect the expenditure of \$1,403,470.00 for the railroad trackage and related materials to be paid for out of unrestricted funds of TexAmericas Center.
4. That Scott Norton, Executive Director/CEO shall be and he is hereby authorized to execute any and all documents necessary to complete the purchase of the railroad trackage and related materials as approved.
5. That this Resolution shall be effective as of the date of its passage.

PASSED and APPROVED this 25th day of January, 2022.

Jim Roberts, Chairman of the Board

ATTEST:

Justin Powell, Secretary

Attachment: Exhibit "A" & Exhibit "B"

December 16, 2021

Menard Industries LLC "Menards" and TexAmericas Center "TAC" agree for the purpose of TAC to save cost on future purchases of rail materials ("rail") to enter into this agreement which mutually benefits both parties.

Menards agrees to ship rail at Menards cost to TAC site.

TAC agrees to offload and storage the rail at no cost. No taxes whatsoever for the material will be paid by Menards. The site discussed is next to the car shop.

TAC, pending board approval, intends to purchase all of the material on the attached document at the prices quoted by end of January 2022.

In the event that TAC does not purchase the material, TAC agrees to:

1. Allow Menards staff access to the site to cut and drill rail to allow direct shipment to other customers. Menards agrees to make sure rail crops and drillings are cleaned up so the site is left clean.
2. AND / OR TAC agrees to loadout trucks provided by Menards for outbound shipments.

Menards will pay for forklift rental if TAC does not own equipment at that time. Labor to be provided by TAC assuming 8 loads per day.

Inventory counts will be conducted together when rail arrives. Photos and inventories will be tracked to ensure all materials are purchased or returned.

TAC will not own the rail unless and until it pays Menards the agreed price. Risk of Loss shall be on Menards until TAC acquires title to the rail. TAC will not insure the rail nor be responsible for damage, lost or stolen rail until it acquires title to the rail.

Any disputes or litigation arising out of or from this Agreement or the rail shall be in the District Court of Bowie County, Texas. Only Texas law shall apply to this Agreement.



12/22/2021

Manny Menard, Member
Menard Industries, LLC

Date



12/22/21

Scott Norton
TexAmericas Center

Date

	Menard's Railroad Materials	Date	12/10/21										
	Manny Menard	Valid	10 Days										
	512-300-1881												
	manny@menardsrail.com												
	Item	QTY	Unit	Unit Price	Total		Lineal feet	Track Mile	Joint Bars	DSTP			
	Rail Relay 115RE 3/16" max wear, Length 36-39' with 10% or 40-48' with 10% shorts Torchcut	650	Net Ton	830	539,500.00		33913.04	3.21	942	21419	3768		
	Rail Relay 112RE 3/16" max wear, Length 36-39' with 10% or Cut and Drilled	370	Net Ton	875	323,750.00		19821.43	1.88	551	12519	2202		
Hold	Rail Relay 112 / 115 / 119 for Storage Track #2 / 3 quality Torchcut 36-42' with 10% shorts, with 1 good side	0	Net Ton	650	0.00		0.00	0.00	0	0			
	Joint Bars 115RE Relay to match rail	950	Pair	95	90,250.00								
	Joint Bars 112RE Relay to match rail	575	Pair	85	48,875.00								
	Tie Plates Relay 11" Minimum	34,000	Each	8.35	283,900.00								
	Ties 7x9x8'6 or 9' RELAY Available Spring 2022	0	Each	33	0.00	3000 - 5000							
	Ties 6x8x8'6" New	480	Each	57	27,360.00								
	Track Bolts 1x6	6000	Each	3.5	21,000.00								
	LW 1" 3/8" thick	6000	Each	0.75	4,500.00	Menards Stock							
	Tie Plugs 500 per bundle	84	Bundles	55	4,620.00								
	New FD Ties 6x9x10		Each	70	0.00								
	New FD Ties 6x9x11		Each	75	0.00								
	New FD Ties 8x10x8 OAK or PINE ?		Each	60	0.00								
	New FD Ties 7x9x9	48	Each	60	2,880.00								
	New FD Ties 7x9x8'6"	25	Each	50	1,250.00								
	New FD Ties 7x9x8'	116	Each	45	5,220.00								
	New FD Ties 7x7x8	38	Each	45	1,710.00								
	New FD Ties 7x9x17	6	Each	110	660.00								
	New FD Ties 7x9x16	4	Each	100	400.00								
	New FD Ties 7x9x15	5	Each	95	475.00								
23	New FD Ties 7x9x14	4	Each	90	360.00								
24	New FD Ties 7x9x13	14	Each	85	1,190.00								
25	New FD Ties 7x9x12	10	Each	80	800.00								
26	New FD Ties 7x9x11	10	Each	75	750.00								
	New FD Ties 7x9x10	10	Each	70	700.00								
27	Turnouts #8, 115RE - Relay : SMSG, Knife, with SW Ties and OTM, No Rail ALTERNATE NEW \$ 34,500	0	Each	24,500	0.00	10							Discuss with Scott
28	Prime Track Spikes 100# (115-120 EACH)	456	Kegs	95	43,320.00								
				Totals	1,403,470								
Ordering a different quantity could result in prices changes. Material subject to prior sale. Prices valid 30 Days.													



RESOLUTION NO. 20220125-03

APPROVAL OF AMENDMENTS TO PERSONNEL POLICY MANUAL

WHEREAS, TexAmericas Center is a political subdivision of the State of Texas with the powers and authorities specified in Chapter 3503 of the Special District Local Laws Code of the State of Texas; and

WHEREAS, it is advisable to amend said Personnel Policy Manual to be current with state and federal labor laws; and

WHEREAS, TexAmericas Center now requires an update to the existing policy based on contemporary circumstances; and

WHEREAS, a Personnel Policy Manual was adopted on November 27, 2012 by **Resolution #20121127-06 (last revision date 20211026 by Resolution #20211026-03)**; and

NOW, THEREFORE, BE IT RESOLVED by the Board of Directors that the Board of TexAmericas Center approves the adoption of the attached revised Personnel Policy Manual; and

BE IT FURTHER RESOLVED that Scott Norton, Executive Director/CEO, shall be and is hereby authorized to implement the personnel policy as specified in the Policy immediately.

PASSED AND APPROVED THIS 25th day of January, 2022.

Jim Roberts, Chairman of the Board

ATTEST:

Justin Powell, Secretary

Attached: Personnel Policy Manual Revision

4-7 Working Hours and Schedule

TexAmericas Center normally is open for business from 8:00 am to 4:30 pm, Monday through Friday. You will be assigned a work schedule and you will be expected to begin and end work according to the schedule. To accommodate the needs of our business, at some point we may need to change individual work schedules on either a short-term or long-term basis.

Under unusual circumstances, employees may be authorized to work from home. Authorization must be approved in writing by their supervisor prior to commencement of work.

Employees will be provided meal and rest periods as required by law. Your supervisor will provide further details.



RESOLUTION NO. 20220125-04

**A CONTRACT FOR PROFESSIONAL ENGINEERING SERVICES WITH RONE
ENGINEERING SERVICES, LTD.**

WHEREAS, TexAmericas Center is a political subdivision of the State of Texas with the powers and authorities specified in Chapter 3503 of the Special District Local Laws Code of the State of Texas; and

WHEREAS, Rone Engineering Services, Ltd. has the necessary experience and expertise to provide construction materials testing and geotechnical engineering services to TexAmericas Center; and

WHEREAS, TexAmericas Center has determined this firm to be qualified to perform these services;

NOW, THEREFORE, BE IT RESOLVED that the Executive Director/CEO shall be and he is here by authorized to enter into a professional services contract with Rone Engineering Services, Ltd. to provide geotechnical services for TexAmericas Center on terms substantially the same as attached hereto.

PASSED AND APPROVED THIS 25th day of January, 2022.

Jim Roberts, Chairman of the Board

ATTEST:

Justin Powell, Secretary

ATTACHED: FY22 Professional Services Agreement



PROFESSIONAL SERVICES AGREEMENT (Engineer)

This Agreement between **TexAmericas Center** (hereinafter referred to as "Client") and **Rone Engineering Services, Ltd. (Rone)** (hereinafter referred to as "Engineer") is effective as of the 25th day of January 2022. The parties agree as follows:

WHEREAS, the Client desires to engage ENGINEER to provide general civil engineering and land surveying services; and

WHEREAS, ENGINEER desires to render certain services as described in authorized work orders as may be hereafter issued and has the experience and staff to perform those services;

NOW, THEREFORE, in consideration of the mutual covenants and agreements hereinafter contained, the parties hereto agree as follows:

Section 1. Services. The Client hereby agrees to engage ENGINEER, and ENGINEER hereby agrees to perform certain services for the Client as agreed upon from time to time. Such services shall be set forth in individual work orders as may be hereafter authorized in writing by the Client and accepted by ENGINEER. The terms and conditions of this Agreement shall apply to each Work Order, except to the extent expressly modified by the Work Order.

Section 2. Client's Responsibilities. The Client agrees to provide ENGINEER with all existing data, plans, and other information in the Client's possession which are necessary for the performance of Services as well as right of entry for ENGINEER's personnel and all necessary equipment to the site(s). The Client further agrees to provide any additional data, plans, or other information as may be specified in authorized work orders.

Section 3. Standard of Care and Warranty. ENGINEER agrees that its Services will be performed with that level of professional care and skill ordinarily exercised by members of the profession currently practicing under similar conditions and circumstances. **NO OTHER WARRANTY, EXPRESS OR IMPLIED, IS MADE.** ENGINEER will not be responsible for the interpretation or use by persons or entities other than Client of data developed by ENGINEER.

Section 4. Safety. ENGINEER is responsible for the safety on site of its own employees. This provision shall not be construed to relieve Client or any of its vendors, or other contractors from their responsibility for maintaining a safe worksite. Neither the professional services of ENGINEER, nor the presence of ENGINEER's employees and subcontractors shall be construed to imply ENGINEER has any responsibility for any activities on site performed by personnel other than ENGINEER's employees or subcontractors.

Section 5. Time of Performance. ENGINEER agrees to perform the Services within schedules as set forth in authorized work orders. ENGINEER shall not be responsible for delays in the work caused by Client or its agents, consultants, or contractors. Standby or non-productive time for

delays in our work caused by Client will be charged as work time unless provided for as a separate item in the work order.

Section 6. Compensation. For ENGINEER's performance and completion of all services, Client shall compensate as specified in authorized work orders. Such rates include labor, overhead, expenses, and profit.

Section 7. Payment. ENGINEER shall invoice Client for Services performed on a monthly basis. Each invoice is due on presentation, is payable in the Bowie County, Texas, and is past due thirty (30) days from invoice date. Client agrees to pay interest equal to one percent (1%) plus the prime rate as published in the Wall Street Journal on the first day of July of the preceding fiscal year, or the next day thereafter if July 1 falls on a Saturday or Sunday. Invoices for Services performed on a time-and-materials basis will be submitted showing labor (hours worked) and total expenses. If requested by the Client, documentation will be provided by ENGINEER at the cost of providing such documentation including labor and copying costs. Any attorneys' fees, court costs, collection fees or other costs incurred in collecting any uncontested delinquent amounts shall be paid by Client.

Payment of the fees provided for in this Contract are subject to the availability of annual appropriations by the Client, which is a political subdivision of the State of Texas. Client shall use its best efforts to obtain and appropriate funds for payment of the sums due ENGINEER under this Agreement.

Section 8. Notices. Communications from the Client shall be to ENGINEER's designated project manager or principal-in-charge of the work. Oral communications shall be confirmed in writing. Communications from ENGINEER to Client shall be to Client's Executive Director.

Section 9. Cost Estimates. All cost estimates provided in association with services, either prior to accomplishment or during same, are based on a scope of services provided with same. It is expressly understood by Client and ENGINEER that any change to said scope of services, may directly impact the cost of same. In the event that significant changes in scope are requested by Client, ENGINEER shall notify Client in writing of the potential increase in costs associated with same and provide additional work orders as needed to address same.

Section 10. Confidentiality. ENGINEER shall maintain as confidential and not disclose to others without Client's prior written consent, all information obtained from Client, not otherwise previously known to ENGINEER in the public domain, as Client expressly designates in writing to be "Confidential." The provisions of this paragraph shall not apply to information in whatever form which (i) is published or comes into the public domain through no fault of ENGINEER, (ii) is furnished by or obtained from a third party who is under no obligation to keep the information confidential, or (iii) is required to be disclosed by law on order of a court, administrative agency or other authority with proper jurisdiction.

Section 11. Independent Contractor. ENGINEER's relationship with the Client under this Agreement shall be that of independent contractor. The employees, methods, equipment, and facilities used by ENGINEER shall at all times be under its exclusive direction and control, and the Client shall not exercise control over ENGINEER except insofar as may be necessary to ensure

performance and compliance with this Agreement.

Section 12. Insurance. ENGINEER agrees to purchase and maintain at its own expense the following insurance in amounts not less than specified herein:

<u>TYPE OF INSURANCE</u>	<u>COVERAGE AMOUNTS</u>
Worker's Compensation Insurance	statutory
Employer Liability Insurance	\$1,000,000.00
General Liability Insurance	\$1,000,000.00 per occurrence/per aggregate
Automobile Liability Insurance	\$1,000,000.00 per occurrence/per aggregate
Professional Liability Insurance	\$1,000,000.00 per occurrence/per aggregate

Certificates of insurance shall be provided to Client upon request in writing. Within the limits and conditions of such insurance, ENGINEER agrees to reimburse the Client for any damages sustained by the client which are covered by ENGINEER's insurance to the extent of the limitations and exclusions contained within said insurance policies.

Client agrees to purchase and maintain at its own expense, general liability insurance in an amount necessary to provide coverage for sums up to the limit of Client's liability under the Texas Tort Claims Act.

Section 13. Indemnification. ENGINEER shall defend, indemnify, and hold the Client harmless from and against any claim asserted by any person or entity (other than an officer, director, employee or agent of Client) arising out of (i) ENGINEER's negligence or (ii) ENGINEER's breach of any obligation or responsibility imposed on it by the provisions of this Agreement, subject to the limitations and exclusions contained herein in Sections 12.

Section 14. Provided ENGINEER has been paid for its services, Client shall have the right to use the documents, photographs, drawings and specifications resulting from ENGINEER'S services. Reuse of any such materials by Client on any other project without the written authorization of ENGINEER shall be at Client's sole risk. ENGINEER shall have the right to retain copies of all such information and materials.

Section 15. Disputes. If a dispute arises relating to the performance of the Services covered by this Agreement, and legal or other costs are incurred, the prevailing party shall be entitled to recover all reasonable costs incurred in the defense of the claim, court costs, attorney's fees, and other claim-related expenses.

Section 16. Termination. This Agreement may be terminated by either party upon thirty (30) days written notice. In the event of termination, ENGINEER shall be paid for services performed prior to the termination notice date plus reasonable termination expenses, including the cost of completing analyses, records, and reports necessary to document job status at the time of termination.

Section 17. No Waiver. The failure of a party to enforce strictly any provision of this Agreement shall not be deemed to act as a waiver of any provision, including the provision not so enforced.

Section 18. Choice of Law. This Agreement is deemed to be made under and shall be construed according to the laws of the State of Texas. Venue for any litigation arising out of this Agreement shall be in the District Court of Bowie County, Texas.

Section 19. Successors and Assignments. The Client and ENGINEER each binds itself and its successors, executors, administrators, and assigns to the other party of this Agreement and to the successors, executors, administrators, and assigns of such other party, in respect to all covenants of this Agreement; provided, however, neither party may assign this agreement or its duties and obligations hereunder without the prior written consent of the other party.

Section 20. Severability. The invalidity or unenforceability of any particular provision of this Agreement shall not affect the other provisions hereof, and this Agreement shall be construed in all respects as if such invalid or unenforceable provision were omitted.

Section 21. Entire Agreement. This Agreement, including work orders authorized hereunder, constitutes the entire agreement between the parties hereto and it supersedes all prior or contemporaneous agreements, whether oral or written, with respect to the subject matter hereof. In case of conflict or inconsistency between this Agreement and any other contract documents, this Agreement shall control. No agreement hereafter made between the parties shall be binding on either party unless reduced to writing and signed by an authorized officer of the party sought to be bound. This Agreement is effective as of the date referenced above.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed in two counterparts (each of which is an original) by their duly authorized representatives as of the date shown below.

TEXAMERICAS CENTER

RONE ENGINEERING SERVICES, LTD.



By: _____

By: Mark D. Gray, P.E.

Title: Executive Director/CEO

Title: Partner

Date: _____

Date: January 13, 2022



RESOLUTION NO. 20220125-05

**A RESOLUTION AUTHORIZING THE EXECUTION OF A TRANSLOAD SERVICE AGREEMENT AND
ADDENDUM WITH SPRING CREEK HOLDINGS, LLC; AND PROVIDING FOR AN EFFECTIVE DATE**

WHEREAS, TexAmericas Center is a political subdivision of the State of Texas with the powers and authorities specified in Chapter 3503 of the Special District Local Laws Code of the State of Texas; and

WHEREAS, TexAmericas Center has initiated its transload service operation; and

WHEREAS, Spring Creek Holdings, LLC has requested that TexAmericas Center provide transload services and storage services which include terms that are not standard terms of TexAmericas Center transload operations including but not limited to heavier than normal load specifications due to its contract to provide materials used in the reconstruction of Interstate Hwy. 30 in Bowie County, Texas; and

WHEREAS, the staff of TexAmericas Center has reviewed the request of Spring Creek Holdings, LLC and has determined that TexAmericas Center transload operation can accommodate these special requests of Spring Creek Holdings, LLC;

NOW, THEREFORE, BE IT RESOLVED by the Board of Directors of TexAmericas Center that TexAmericas Center enter into a Transload Service Agreement with Spring Creek Holdings, LLC in substantially the form of the proposed Transload Service Agreement attached to this Resolution as EXHIBIT "A", including the terms of Addendum No. 1 attached to said Agreement.

BE IT FURTHER RESOLVED, that Scott Norton, Executive Director/CEO of TexAmericas Center shall be and he is hereby authorized to execute said Transload Service Agreement and Addendum No. 1 in substantially the form attached hereto.

BE IT FURTHER RESOLVED, that Scott Norton, Executive Director/CEO shall be and he is hereby also authorized to extend the term of said Transload Service Agreement for such additional terms as he deems necessary and in the best interest of TexAmericas Center provided that the financial terms of said extensions are not less than those specified in the original Transload Service Agreement and Addendum No. 1.; and

BE IT FURTHER RESOLVED, that this Resolution shall be effective as of the date of its passage and approval by the Board of Directors.

PASSED and APPROVED this 25th day of January, 2022.

Jim Roberts, Chairman of the Board

ATTEST:

Justin Powell, Secretary

ATTACHMENT: TRANSLOAD SERVICE AGREEMENT AND ADDENDUM NO. 1

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TEXAMERICAS CENTER TRANSLOAD SERVICE AGREEMENT

This Agreement (“the Agreement”) is made on December 1, 2021, by and between TexAmericas Center (“Storage Facility”), with its principal business address at 107 Chapel Lane, New Boston, Texas 75570 and Spring Creek Holdings, LLC (“Customer”), with its business address at P.O. Box 580, Atlanta, Texas 75551.

Recitals:

A. Storage Facility operates a rail car facility in Hooks, Texas (the “Facility”). TexAmericas Center has contracts with Customer to perform transload operations on the foot print of TexAmericas East Campus. Customer will be loading and unloading rail cars for various customers.

B. Storage Facility shall allow Customer access to various customer rail cars while on the Facility for the purposes of loading and unloading and unloading such rail cars pursuant to the terms of this Agreement.

Now, Therefore, the parties agree as follows:

1. Storage Facility hereby agrees to provide inbound and outbound rail car services for Customer’s rail cars being delivered to the Storage Facility (“Services”), and shall allow Customer access to the portion of the Storage Facility leased by Customer during Storage Facility’s normal business operations to load and unload the Customer’s Rail Cars on site at the Facility pursuant to the terms of this Agreement. Customer hereby agrees to load and unload customers rail cars within two (2) business days of the date of inbound deliver to the Storage Facility. If Customer fails to load or unload any such rail cars within such two business days for any reason other than Storage Facility’s breach of its obligations under this Agreement, then Customer shall be liable for daily storage charges as provided in Section 4 in addition to the inbound and outbound fees provided for in this Agreement. In no event shall Storage Facility be liable to any party for Car Hire or Demurrage Charges with respect to the rail cars and Customer hereby agrees to indemnify Storage Facility with respect to any such liability.

2. Customer agrees and represents and warrants that all rail cars shall be free of any hazardous materials, hazardous waste commodities and/or any hazardous waste residuals. Hazardous materials may be transloaded, but only with Storage Facility prior written approval. Customer further agrees and represents and warrants that it shall (i) load or unload rail cars using its personnel and cranes and other equipment provided solely by Customer and will do so in a safe and secure manner, complying with all applicable safety and workplace laws and regulations, and (ii) load or unload the rail cars and store the materials loaded or unloaded at the Customer site in such a manner so that Storage Facility’s rail lines shall not be obstructed, impaired, or damaged and so that Storage Facility’s business operations shall not be impaired or adversely affected. Storage Facility shall have no obligation to provide any services with respect

to the loading or unloading of the rail cars except for provided Customer assess to such cars as is reasonably necessary for Customer to perform such unloading services for various customers. Customer agrees and represents and warrants that all rail cars will have a maximum of four axels. Customer agrees and represents and warrants that all rail cars will be sixty (60) feet in length or less. Customer agrees and warrants that all rail cars will have a maximum total weight of 268,000 pounds or less.

3. Storage Facility shall have the right to deny service and access if there is a current payment dispute between Storage Facility and Customer.

4. The Services will be provided by Storage Facility to the Customer at the rates listed below.

Inbound and outbound Car Movement Fee per Car	\$140.00
Internal Car Movement Fee per Car	\$140.00
Per Car Daily Storage Rate	\$20.00

5. Storage Facility shall provide outbound services for loaded and unloaded rail cars subject to carrier availability and such rail cars being in good repair and passing all required tests and inspections to be released (i.e., air brake tests). In no event shall Storage Facility be responsible for any delays caused by carrier unavailability or restrictions, or failure of rail cars to pass all tests or inspections.

6. This Agreement shall be effective on December 1, 2021 (the "Effective Date") and shall remain in effect until September 30, 2022. Upon official documented notification from Spring Creek of official I30 aggregate project award to Spring Creek from Martin Marietta, this agreement will extend to 12/31/2023. Notwithstanding the foregoing, this Agreement may be terminated at any time during the Term in accordance with Sections 11 and 12.

7. Storage Facility shall invoice Customer monthly for Storage Facility Services provided during the applicable month. Customer shall pay all invoices by check within ten (10) business days from the date of valid invoice sent to Customer. Payment will be sent to TexAmericas Center Attn: Accounting Department, 107 Chapel Lane, New Boston, Texas 75570. If Customer is required to pay any federal, state, county, local or value-added tax based on the Services provided. Storage Facility shall include such taxes on the invoice and Customer shall be responsible for payment of all such taxes. In all events, Customer shall be responsible for all personal property taxes assessed and owing on all of Customer's rail cars held in storage by Storage Facility. Nothing in this Agreement, however, shall require Customer to pay any property tax on the Facility or any payroll, franchise, corporate, partnership, succession, transfer, income, excise profits or income tax of Storage Facility or Storage Facility's personnel or subcontracts. Neither Storage Facility nor Customer is responsible for taxes on the other party's income or the income of the other party's personnel or subcontractors. Should either party realize that any tax included or omitted as a result of the transactions hereunder was made in error, the parties shall cooperate to resolve such overpayment or underpayment and to further assist in refunding or charging of any mistaken payments.

8. In the event of any natural disaster (fire, flood, earthquake, tornado, lightning strike, now), war, insurrection, government seizure or requisition, riot, civil disturbance, or unrest (a "Force Majeure Event") which impacts the ability of Storage Facility to provide uninterrupted Services, Storage Facility shall notify Customer promptly upon becoming aware of the occurrence of a Force Majeure Event, and Storage Facility shall furnish Customer a notice describing the particulars of the occurrence, including an estimate of its expected duration and probable impact on the performance of Storage Facility's obligations under this Agreement. After such notice is given, Storage Facility's obligation to provide Services shall be suspended, solely to the extent that the Force Majeure Event prevents or delays the performance by Storage Facility of such Services, for the duration of the Force Majeure Event. In such event, Customer obligation to pay the charges for such Services, to the extent so prevented or delayed, shall be suspended for the duration of the Force Majeure Event. Storage Facility shall use all commercially reasonable efforts, and Customer, as applicable, shall provide reasonable cooperation, to end the Force Majeure Event.

9. Customer at its own cost and expense, shall obtain and keep in full force for the Term of this Agreement, and for so long as any rail cars remains at the Facility, all insurance and/or bonds required by law or this Agreement covering its employees and its subcontractors, including the following insurance, which shall be issued by insurers licensed to provide insurance in the jurisdiction where services shall be provided:

- (i) Workers' Compensation with statutory limits as prescribed by the law of the state in which work is performed; and
- (ii) Commercial general liability insurance with a minimum limit of \$3,000,000 per occurrence (\$6,000,000 Aggregate), which shall include the following provisions: insurer shall have the duty to defend, bodily personal injury and property damage coverage, contractual liability coverage, products/completed operations liability coverage, environmental impairment liability insurance, and "all risk" physical liability damage insurance.

Coverage shall be written on an "occurrence" basis: provided that if any coverage is provided on a "claims-made" basis, any retroactive date must precede the effective date of this Agreement and Customer must maintain continuity of coverage for two (2) year following expiration or termination of this Agreement. All such insurance policies shall name Storage Facility "Additional Insured" for any purposes arising or related to this Agreement. Customer shall secure endorsements to this effect from insurers of such policies. Upon execution of this Agreement, Customer shall furnish to Storage Facility certificates of insurance affecting coverage required by this clause. Storage Facility reserves the right to require complete, certified copies of all required insurance policies, at any time. For the duration of the Term and any mutually agreed upon extended period of time, Customer shall provide Storage Facility with Certificates of Insurance prior to each subsequent renewal of the evidenced insurance outlined above. Failure by Storage Facility to review and/or retain a copy of Customer certificate of insurance will not be considered a waiver by Storage Facility of Customer contractual requirement to provide insurance. Customer shall be solely responsible for satisfying any policy

deductibles under all insurance policies required to be maintained hereby. Self-insured retentions shall not be permitted.

10. Customer agrees to indemnify, release, defend and hold harmless Storage Facility and its affiliates, together with their respective directors, officers, employees, agents, representatives, customers, successors and assigns (each, an “indemnitee”), from and against any and all suits, actions, and proceedings, at law or in equity, and from any and all claims, allegations, demands, judgments, liabilities, settlement awards, costs, losses, expenses (including fines and penalties and attorney’s fees), liabilities and damages (collectively “Losses”), to which an Indemnitee may become subject (including, without limitations, Losses relating to injury or death of any person or damage, destruction, theft or compromise of any property, real or personal that may have been caused, or that may be alleged to have been caused, directly or indirectly, by Customer, its employee or agents) arising out of, resulting from or in any way connected with (i) any fraud, negligence acts or omissions or willful misconduct of Customer or Customer employees, personnel, contractors or agents (ii) any actions or inactions by Customer or Customer employees, personnel, contractors or agents while at the Storage Facility or while loading or unloading rail cars; or (iii) any breach by Customer of any of the terms, covenants, representations, warranties or other provisions contained in this Agreement.

11. Any party shall have the right, at such party’s option, to terminate this Agreement and any or all Purchase Orders outstanding under this Agreement, in each case in whole or in part upon written notice, if a party determines that, with respect to this Agreement or any Purchase Order or any portion thereof;

- (i) any of the other party’s representations, warranties, certifications, undertakings or covenants are untrue, not performed or incomplete, as applicable; or
- (ii) the other party has otherwise materially breached this Agreement or the terms of any Purchase Order,

provided, however, that in each case, the terminating party shall first give the other party written notice of the breach and opportunity to cure such breach within thirty (30) days of delivery of such notice. The other party may request to extend the cure period, the terminating party’s consent shall not be unreasonably withheld, so long as the other party has commenced a cure within the thirty (30) day cure period and the other party, in terminating party’s sole determination, is in good faith diligently pursuing an expeditious cure of the breach.

12. Any party may terminate this Agreement without further notice to the other party if:

- (i) The other party ceases to conduct its operations in the normal course of business, including inability to meet its obligations as they mature; or
- (ii) any proceeding under the bankruptcy or insolvency laws is brought by or against the other party; or

- (iii) a receiver for the other party is appointed or applied for; or
- (iv) an assignment for the benefit of creditors is made by the other party.

13. Upon termination or otherwise resulting from a breach of this Agreement, a party shall have all rights and remedies available against the other party for breach of this Agreement and/or to enforce any obligations set forth in this Agreement. The remedies set forth herein shall be cumulative and in addition to any other remedies provided to a party in law or equity.

14. Customer on the one hand, and Storage Facility, on the other hand, are independent contractors and not partners, joint venturers or agents. Each party's personnel performing services under this Agreement shall remain employees of such party subject to its right of direction, control and discipline and shall neither become employees of the other party nor be entitled to any rights, benefits or privileges of the other party's employees.

15. Customer may not assign, in whole or in part, including by operation of law, this Agreement or any interest herein or therein or any aspect of performance or payment hereunder or thereunder without the prior Written consent of Storage Facility, and any attempt to do so shall be void.

16. This Agreement, with each Purchase Order and such other documents as are expressly contemplated by or incorporated herein by reference, is intended by the parties as a final expression of their agreement and is intended as a complete and exclusive statement of the terms of their agreement. No course of prior dealings or performance between the parties and no usage of the trade shall be relevant to determine the meaning of this Agreement or any Purchase Order even though the accepting or acquiescing party has knowledge of the nature of the performance an opportunity for objection.

17. All provisions or obligations contained in this Agreement, which by their nature or effect are required or are intended to be observed, kept or performed after the termination or expiration of this Agreement will survive and remain binding upon and for the benefit of the parties, their successors (including, without limitation, successors by merger) and permitted assigns including, without limitation, Section 7, section 9, Section 10, and this Section 17.

18. No modification or amendment of or to this Agreement shall be valid unless in writing and signed by the duly authorized officers or representatives of both parties.

19. This Agreement shall be construed and enforced in accordance with, and governed by the substantive laws of the State of Texas, United States of America, without regard to the conflict of laws principles thereof, and all actions arising out of or relating to this Agreement must be brought in Bowie County, State of Texas. The application of the United Nations Convention on the International Sale of Goods is hereby excluded.

20. Except as otherwise provided in this Agreement, any notice, request, acknowledgment or other communication which under a Purchase Order, this Agreement or otherwise must or may be given or made in writing will be given or made in writing by personal

delivery or by recognized overnight courier service or by certified or registered mail or by electronic transmittal (including facsimile and email), in each case addressed to the parties as set forth below unless specifically provided otherwise in the Purchase Order or this Agreement. Such communications will be deemed made or given (i) one (1) Business Day after delivery to a recognized national courier service for “next day” or “overnight” delivery, (ii) in the case of certified or registered mail, ten (10) Business Days after the date of placing the same in the United States mail, postage prepaid (iii) if by electronic transmittal, on the date sent, with confirmation of successful transmission, and (iv) if personal delivery, on the date of such delivery.

If to Customer, to:

Spring Creek Holdings, LLC
P.O. Box 580
Atlanta, Texas 75551
Attn: Michael Stringer
Email: mstringer@springcreekholdingsllc.com

If to Storage Facility, to:

TexAmericas Center
107 Chapel Lane
New Boston, Texas 75570
Attn: Scott Norton
Email: Scott.Norton@TexAmericasCenter.com

21. This Agreement may be executed in counterparts, each of which shall be an original, with the same effect as if the signatures thereto and hereto were on the same instrument. Facsimile and electronic signatures shall have the same effect as original signatures for the purpose of executing this Agreement.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized respective representatives as of the date and year first written above.

SPRING CREEK HOLDINGS, LLC

TEXAMERICAS CENTER

By: _____
Michael Stringer
Title: _____

By: _____
Name: _____
Title: _____

**SUPPLEMENTAL ADDENDUM NO. 1
TO
TRANSLOAD SERVICE AGREEMENT**

This Addendum No. 1 is made by and between TexAmericas Center (“Storage Facility”) and Spring Creek Holdings, LLC (“Customer”) to that certain Transload Service Agreement (the “Agreement”) between the Parties dated on or about January 1, 2022.

The Agreement is hereby modified as follows:

1. For the I30 aggregate project, with the specific period of time commencing at 12:01 a.m. on the 1st day of January, 2022 and ending at 11:59 p.m. on the 30th day of September, 2022, Customer may import and export from the Facility rail cars having a maximum total weight of up to but not exceeding 286,000 pounds. This period for heavier rail cars can be extended only by written consent of Storage Facility. Upon official documented notification from Spring Creek of official I30 aggregate project award to Spring Creek from Martin Marietta, this agreement will extend to 12/31/2023.

2. The rates for services provided by Storage Facility for heavier rail cars as provided in this Addendum are as follows:

Inbound and Outbound Car Movement Fee per car	\$140.00
Internal Car Movement Fee per car	\$140.00
Per car Daily Storage Rate	\$20.00

3. All other terms of the Agreement as modified by this Addendum shall apply to the services provided under this Addendum.

SPRING CREEK HOLDINGS, LLC

TEXAMERICAS CENTER

By: _____

Michael Stringer

Title: _____

By: _____

Name: _____

Title: _____



RESOLUTION NO. 20220125-06

**A RESOLUTION APPROVING A STANDARD TRANSLOAD SERVICE AGREEMENT
TEMPLATE FOR USE BY TEXAMERICAS CENTER TRANSLOAD OPERATIONS; AND
PROVIDING FOR AN EFFECTIVE DATE**

WHEREAS, TexAmericas Center is a political subdivision of the State of Texas with the powers and authorities specified in Chapter 3503 of the Special District Local Laws Code of the State of Texas; and

WHEREAS, TexAmericas Center has initiated its transload service operations upon the TAC East Campus; and

WHEREAS, it is necessary and advisable that the TexAmericas Center Board of Directors approve a Standard Transload Agreement Template for use by the staff of TexAmericas Center in operating the Transload Facility; and

WHEREAS, the staff of TexAmericas Center has drafted a Transload Service Agreement Template, a copy of which is attached to this Resolution as EXHIBIT "A"; and

WHEREAS, the Board of Directors finds that it is in the best interest for the safe and efficient operation of the Transload Service Facility to adopt a Standard Agreement Form;

NOW, THEREFORE, BE IT RESOLVED by the Board of Directors of TexAmericas Center as follows:

1. The proposed Transload Service Agreement Template attached hereto as EXHIBIT "A" is hereby approved for use by TexAmericas Center in the operation of its Transload Facility;
2. The Board of Directors hereby delegates to Scott Norton, Executive Director/CEO the authority to approve and enter into Transload Service Agreements with customers on behalf of TexAmericas Center upon such terms as he deems appropriate in the operation of the Transload Facility using the approved Transload Service Agreement Template.
3. The Executive Director/CEO shall provide, not less than quarterly, a report to the Board of Directors of the Transload Service Operations including but not limited to the number of agreements executed since the last report, together with a report of the finances of the said operations since the last report and on accumulative basis for the fiscal year.

BE IT FURTHER RESOLVED, that this Resolution shall be effective upon its passage.

PASSED and APPROVED this 25th day of January, 2022.

Jim Roberts, Chairman of the Board

ATTEST:

Justin Powell, Secretary

ATTACHMENT: TRANSLOAD SERVICE AGREEMENT TEMPLATE

**TEXAMERICAS CENTER
TRANSLOAD SERVICE AGREEMENT**

This Agreement (“the Agreement”) is made by and between TexAmericas Center (“TAC”), with its principal business address at 107 Chapel Lane, New Boston, Texas 75570 and _____ “(Customer)”, with its business address at _____.

Recitals:

A. TAC operates a rail car facility in Hooks, Texas (the “Facility”). TAC will be loading and unloading rail cars for Customer using the TAC transload facility, or in the alternative, TAC will allow Customer to load and unload rail cars for Customer’s clients.

B. TAC shall allow Customer access to various customer rail cars while on the Facility for the purposes of loading and unloading and unloading such rail cars pursuant to the terms of this Agreement.

Now, Therefore, the parties agree as follows:

1. TAC hereby agrees to provide inbound and outbound rail car services for Customer’s rail cars being delivered to the TAC (“Services”), and shall allow Customer access to the portion of the TAC leased by Customer during TAC’s normal business operations to load and unload the Customer’s Rail Cars on site at the Facility pursuant to the terms of this Agreement. Customer hereby agrees to load and unload customers rail cars within two (2) business days of the date of inbound deliver to the TAC. If Customer fails to load or unload any such rail cars within such two business days for any reason other than TAC’s breach of its obligations under this Agreement, then Customer shall be liable for daily storage charges as provided in Section 5 in addition to the inbound and outbound fees provided for in this Agreement. In no event shall TAC be liable to any party for Car Hire or Demurrage Charges with respect to the rail cars and Customer hereby agrees to indemnify TAC with respect to any such liability.

2. (a) Customer agrees and represents and warrants that all rail cars shall be free of any hazardous materials, hazardous waste commodities and/or any hazardous waste residuals. Hazardous materials may be transloaded, but only with TAC prior written approval.

(b) Customer further agrees and represents and warrants that it shall (i) load or unload rail cars using its personnel and cranes and other equipment provided solely by Customer and will do so in a safe and secure manner, complying with all applicable safety and workplace laws and regulations, and (ii) load or unload the rail cars and store the materials loaded or unloaded at the Customer site in such a manner so that TAC’s rail lines shall not be obstructed, impaired, or damaged and so that TAC’s business operations shall not be impaired or adversely affected. TAC shall have no obligation to provide any services with respect to the loading or unloading of the rail cars except for providing Customer assess to such cars as is reasonably

necessary for Customer to perform such unloading services for various customers. Customer agrees and represents and warrants that all rail cars will have a maximum of four axels. Customer agrees and represents and warrants that all rail cars will be sixty (60) feet in length or less. Customer agrees and warrants that all rail cars will have a maximum total weight of 268,000 pounds or less.

3. Upon Customer's written request and TAC written approval, TAC shall transload Customers product from railcars to trucks or other means of transportation as instructed by Customer. TAC shall be compensated for said services as provided in Section 5 of this Agreement.

4. TAC shall have the right to deny service and access if there is a current payment dispute between TAC and Customer.

5. The Services will be provided by TAC to the Customer at the rates listed below.

Inbound and outbound Car Movement Fee per Car	\$ _____
Internal Car Movement Fee per Car	\$ _____
Per Car Daily Storage Rate	\$ _____
Transfer Rates	\$ _____

6. TAC shall provide outbound services for loaded and unloaded rail cars subject to carrier availability and such rail cars being in good repair and passing all required tests and inspections to be released (i.e., air brake tests). In no event shall TAC be responsible for any delays caused by carrier unavailability or restrictions, or failure of rail cars to pass all tests or inspections.

7. This Agreement shall be effective on _____, 202__ (the "Effective Date") and shall remain in effect until _____, 20__ Notwithstanding the foregoing, this Agreement may be terminated at any time during the Term in accordance with Sections 12 and 13.

8. TAC shall invoice Customer monthly for TAC Services provided during the applicable month. Customer shall pay all invoices by check within ten (10) business days from the date of valid invoice sent to Customer. Payment will be sent to TexAmericas Center Attn: Accounting Department, 107 Chapel Lane, New Boston, Texas 75570. If Customer is required to pay any federal, state, county, local or value-added tax based on the Services provided. TAC shall include such taxes on the invoice and Customer shall be responsible for payment of all such taxes. In all events, Customer shall be responsible for all personal property taxes assessed and owing on all of Customer's rail cars held in storage by TAC. Nothing in this Agreement, however, shall require Customer to pay any property tax on the Facility or any payroll, franchise, corporate, partnership, succession, transfer, income, excise profits or income tax of TAC or TAC's personnel or subcontracts. Neither TAC nor Customer is responsible for taxes on the other party's income or the income of the other party's personnel or subcontractors. Should either party realize that any tax included or omitted as a result of the transactions hereunder was

made in error, the parties shall cooperate to resolve such overpayment or underpayment and to further assist in refunding or charging of any mistaken payments.

9. In the event of any natural disaster (fire, flood, earthquake, tornado, lightning strike, now), war, insurrection, government seizure or requisition, riot, civil disturbance, or unrest (a "Force Majeure Event") which impacts the ability of TAC to provide uninterrupted Services, TAC shall notify Customer promptly upon becoming aware of the occurrence of a Force Majeure Event, and TAC shall furnish Customer a notice describing the particulars of the occurrence, including an estimate of its expected duration and probable impact on the performance of TAC's obligations under this Agreement. After such notice is given, TAC's obligation to provide Services shall be suspended, solely to the extent that the Force Majeure Event prevents or delays the performance by TAC of such Services, for the duration of the Force Majeure Event. In such event, Customer obligation to pay the charges for such Services, to the extent so prevented or delayed, shall be suspended for the duration of the Force Majeure Event. TAC shall use all commercially reasonable efforts, and Customer, as applicable, shall provide reasonable cooperation, to end the Force Majeure Event.

10. Customer at its own cost and expense, shall obtain and keep in full force for the Term of this Agreement, and for so long as any rail cars remains at the Facility, all insurance and/or bonds required by law or this Agreement covering its employees and its subcontractors, including the following insurance, which shall be issued by insurers licensed to provide insurance in the jurisdiction where services shall be provided:

- (i) Workers' Compensation with statutory limits as prescribed by the law of the state in which work is performed; and
- (ii) Commercial general liability insurance with a minimum limit of \$3,000,000 per occurrence (\$6,000,000 Aggregate), which shall include the following provisions: insurer shall have the duty to defend, bodily personal injury and property damage coverage, contractual liability coverage, products/completed operations liability coverage, environmental impairment liability insurance, and "all risk" physical liability damage insurance.

Coverage shall be written on an "occurrence" basis: provided that if any coverage is provided on a "claims-made" basis, any retroactive date must precede the effective date of this Agreement and Customer must maintain continuity of coverage for two (2) year following expiration or termination of this Agreement. All such insurance policies shall name TAC "Additional Insured" for any purposes arising or related to this Agreement. Customer shall secure endorsements to this effect from insurers of such policies. Upon execution of this Agreement, Customer shall furnish to TAC certificates of insurance affecting coverage required by this clause. TAC reserves the right to require complete, certified copies of all required insurance policies, at any time. For the duration of the Term and any mutually agreed upon extended period of time, Customer shall provide TAC with Certificates of Insurance prior to each subsequent renewal of the evidenced insurance outlined above. Failure by TAC to review and/or retain a copy of Customer certificate of insurance will not be considered a waiver by TAC of Customer contractual requirement to provide insurance. Customer shall be solely responsible for

satisfying any policy deductibles under all insurance policies required to be maintained hereby. Self-insured retentions shall not be permitted.

11. Customer agrees to indemnify, release, defend and hold harmless TAC and its affiliates, together with their respective directors, officers, employees, agents, representatives, customers, successors and assigns (each, an “indemnitee”), from and against any and all suits, actions, and proceedings, at law or in equity, and from any and all claims, allegations, demands, judgments, liabilities, settlement awards, costs, losses, expenses (including fines and penalties and attorney’s fees), liabilities and damages (collectively “Losses”), to which an Indemnitee may become subject (including, without limitations, Losses relating to injury or death of any person or damage, destruction, theft or compromise of any property, real or personal that may have been caused, or that may be alleged to have been caused, directly or indirectly, by Customer, its employee or agents) arising out of, resulting from or in any way connected with (i) any fraud, negligence acts or omissions or willful misconduct of Customer or Customer employees, personnel, contractors or agents (ii) any actions or inactions by Customer or Customer employees, personnel, contractors or agents while at the TAC or while loading or unloading rail cars; or (iii) any breach by Customer of any of the terms, covenants, representations, warranties or other provisions contained in this Agreement.

12. Either party shall have the right, at such party’s option, to terminate this Agreement and any or all Purchase Orders outstanding under this Agreement, in each case in whole or in part upon written notice, if a party determines that, with respect to this Agreement or any Purchase Order or any portion thereof;

- (i) any of the other party’s representations, warranties, certifications, undertakings or covenants are untrue, not performed or incomplete, as applicable; or
- (ii) the other party has otherwise materially breached this Agreement or the terms of any Purchase Order,

provided, however, that in each case, the terminating party shall first give the other party written notice of the breach and opportunity to cure such breach within thirty (30) days of delivery of such notice. The other party may request to extend the cure period, the terminating party’s consent shall not be unreasonably withheld, so long as the other party has commenced a cure within the thirty (30) day cure period and the other party, in terminating party’s sole determination, is in good faith diligently pursuing an expeditious cure of the breach.

13. Either party may terminate this Agreement without further notice to the other party if:

- (i) The other party ceases to conduct its operations in the normal course of business, including inability to meet its obligations as they mature; or
- (ii) any proceeding under the bankruptcy or insolvency laws is brought by or against the other party; or

- (iii) a receiver for the other party is appointed or applied for; or
- (iv) an assignment for the benefit of creditors is made by the other party.

14. Upon termination or otherwise resulting from a breach of this Agreement, a party shall have all rights and remedies available against the other party for breach of this Agreement and/or to enforce any obligations set forth in this Agreement. The remedies set forth herein shall be cumulative and in addition to any other remedies provided to a party in law or equity.

15. Customer on the one hand, and TAC, on the other hand, are independent contractors and not partners, joint venturers or agents. Each party's personnel performing services under this Agreement shall remain employees of such party subject to its right of direction, control and discipline and shall neither become employees of the other party nor be entitled to any rights, benefits or privileges of the other party's employees.

16. Customer may not assign, in whole or in part, including by operation of law, this Agreement or any interest herein or therein or any aspect of performance or payment hereunder or thereunder without the prior Written consent of TAC, and any attempt to do so shall be void.

17. This Agreement, and such other documents as are expressly contemplated by or incorporated herein by reference, is intended by the parties as a final expression of their agreement and is intended as a complete and exclusive statement of the terms of their agreement. No course of prior dealings or performance between the parties and no usage of the trade shall be relevant to determine the meaning of this Agreement or any Purchase Order even though the accepting or acquiescing party has knowledge of the nature of the performance an opportunity for objection.

18. All provisions or obligations contained in this Agreement, which by their nature or effect are required or are intended to be observed, kept or performed after the termination or expiration of this Agreement will survive and remain binding upon and for the benefit of the parties, their successors (including, without limitation, successors by merger) and permitted assigns including, without limitation, Section 8, Section 10, Section 11, and this Section 18.

19. No modification or amendment of or to this Agreement shall be valid unless in writing and signed by the duly authorized officers or representatives of both parties.

20. This Agreement shall be construed and enforced in accordance with, and governed by the substantive laws of the State of Texas, United States of America, without regard to the conflict of laws principles thereof, and all actions arising out of or relating to this Agreement must be brought in Bowie County, State of Texas. The application of the United Nations Convention on the International Sale of Goods is hereby excluded.

21. Except as otherwise provided in this Agreement, any notice, request, acknowledgment or other communication which under this Agreement or otherwise must or may be given or made in writing will be given or made in writing by personal delivery, by recognized overnight courier service, by certified or registered mail or by electronic transmittal

(including facsimile and email), in each case addressed to the parties as set forth below. Such communications will be deemed made or given (i) one (1) Business Day after delivery to a recognized national courier service for “next day” or “overnight” delivery, (ii) in the case of certified or registered mail, ten (10) Business Days after the date of placing the same in the United States mail, postage prepaid (iii) if by electronic transmittal, on the date sent, with confirmation of successful transmission, and (iv) if personal delivery, on the date of such delivery.

If to Customer, to:

Attn: _____

Email: _____

If to TAC, to:

TexAmericas Center

107 Chapel Lane

New Boston, Texas 75570

Attn: Scott Norton

Email: Scott.Norton@TexAmericasCenter.com

22. This Agreement may be executed in counterparts, each of which shall be an original, with the same effect as if the signatures thereto and hereto were on the same instrument. Facsimile and electronic signatures shall have the same effect as original signatures for the purpose of executing this Agreement.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized respective representatives as of the date and year first written above.

CUSTOMER:

By: _____

Name: _____

Title: _____

Date: _____

TEXAMERICAS CENTER

By: _____

Name: _____

Title: _____

Date: _____



RESOLUTION NO. 20220125-07

**RESOLUTION AUTHORIZING THE EXECUTIVE DIRECTOR/CEO TO EXECUTE A
MODIFICATION AND EXTENSION OF LEASE FOR A MULTI-COMMODITY TRANSLOAD
FACILITY AT 665 OAK STREET, HOOKS, TX 75561, AREA BB TO SPRING CREEK HOLDINGS,
LLC**

WHEREAS, TexAmericas Center is a political subdivision of the State of Texas with the powers and authorities specified in Chapter 3503 of the Special District Local Laws Code of the State of Texas; and

WHEREAS, Spring Creek Holdings, LLC contacted TexAmericas Center to seek a lease modification and extension to extend the lease term and add additional acreage for a multi-commodity transload facility at 665 Oak Street, Hooks, TX 75561, Area BB; and

WHEREAS, the parties have come to the attached terms of agreement for said lease modification and extension.

NOW, THEREFORE, BE IT RESOLVED, by the Board of Directors of TexAmericas Center that the Executive Director/CEO shall be and he is hereby authorized to execute the attached lease modification and extension; and

BE IT FURTHER RESOLVED, by the Board of Directors of TexAmericas Center that the Center appreciates the collaborative effort of, Spring Creek Holdings, LLC to negotiate this lease modification and extension as well as to continue its business operations, preserve existing jobs and contribute to the tax base in Bowie County, Texas.

PASSED AND APPROVED THIS 25th day of January, 2022.

Jim Roberts, Chairman of the Board

ATTEST:

Justin Powell, Secretary

Attached: Modification and Extension of Lease



RESOLUTION NO. 20220125-08

**A RESOLUTION AUTHORIZING THE EXECUTIVE DIRECTOR/CEO TO EXECUTE A
CONTRACT FOR GEOTECHNICAL TESTING SERVICES AT B-LINE AND C-LINE IN AN
AMOUNT NOT TO EXCEED \$75,000.00**

WHEREAS, TexAmericas Center is a political subdivision of the State of Texas with the powers and authorities specified in Chapter 3503 of the Special District Local Laws Code of the State of Texas; and

WHEREAS, the B-Line and C-Line are located upon the TAC East Campus and geotechnical testing services are needed on the property; and

WHEREAS, funds in the current budget of TexAmericas Center for contingencies and other projects are available to pay for geotechnical investigations of the soil in and around B-Line and C-Line; and

NOW, THEREFORE, BE IT RESOLVED as follows:

1. That TexAmericas Center proceed with geotechnical investigations of the soil in and around B-Line and C-Line by directly contracting with a contractor for the work to be performed in a total amount not to exceed **\$75,000.00**; and
2. The Executive Director/CEO of TexAmericas Center shall be and he is hereby authorized to select an engineering and testing firm from those firms with Professional Service Agreements with TexAmericas Center and whose expertise and experience best fits the scope of work; and
3. The Executive Director/CEO of TexAmericas Center shall be and he is hereby authorized to execute contracts with a contractor for the work to be completed in an amount not to exceed **\$75,000.00** for geotechnical investigations of the soil in and around B-Line and C-Line and make any necessary budget adjustments.

PASSED and APPROVED this 25th day of January, 2022.

Jim Roberts, Chairman of the Board

ATTEST:

Justin Powell, Secretary



RESOLUTION NO. 20220125-09

A RESOLUTION AUTHORIZING THE REPURCHASE OF 10 ACRE TRACT FROM HOOKS SPECIAL INDUSTRIAL DEVELOPMENT CORPORATION; AND PROVIDING FOR AN EFFECTIVE DATE

WHEREAS, TexAmericas Center is a political subdivision of the State of Texas with the powers and authorities specified in Chapter 3503 of the Special District Local Laws Code of the State of Texas; and

WHEREAS, on or about July 27, 2016, TexAmericas Center sold and conveyed to Hooks Special Industrial Development Corporation a 10 acre tract located near the intersection of Cass Street and U.S. Hwy. 82 together with certain access easements and other rights; and

WHEREAS, the Deed reserved to TexAmericas Center the right for a period of 10 years to repurchase the property for the sum of \$185,000.00; and

WHEREAS, the staff of TexAmericas Center has determined that it is in the best interest of TexAmericas Center to repurchase said 10 area tract in order to facilitate the best development of the property in and near said 10 acre tract to attract jobs for Bowie County, Texas; and

WHEREAS, the Board of Directors finds that the recommendation of the staff of TexAmericas Center is correct and should be acted upon;

NOW, THEREFORE, BE IT RESOLVED by the Board of Directors of TexAmericas Center as follows:

1. The Board of Directors hereby approves a Real Estate Contract to repurchase the 10 acre tract from Hooks Special Industrial Development Corporation upon the terms substantially stated in the Real Estate Contract attached hereto as EXHIBIT "A";
2. That Scott Norton, Executive Director/CEO shall be and he is hereby authorized to execute any and all documents necessary to close on the repurchase of said property;
3. That the budget of TexAmericas Center shall be and it is hereby amended to allocate the sum of \$185,000.00 plus the required closing costs to repurchase the property from Hooks Special Industrial Development Corporation;

4. This Resolution shall be effective upon its passage.

PASSED and APPROVED this 25th day of January, 2022.

Jim Roberts, Chairman of the Board

ATTEST:

Justin Powell, Secretary

ATTACHMENT: REAL ESTATE CONTRACT

PREPARED IN THE OFFICE OF:
JORDAN LAW FIRM, L.L.P.
#4 Woodmont Crossing
Texarkana, Texas 75503

NOTICE OF CONFIDENTIALITY RIGHTS:
IF YOU ARE A NATURAL PERSON, YOU
MAY REMOVE OR STRIKE ANY OF THE
FOLLOWING INFORMATION FROM THIS
INSTRUMENT BEFORE IT IS FILED FOR
RECORD IN THE PUBLIC RECORDS:
YOUR SOCIAL SECURITY NUMBER OR
YOUR DRIVER'S LICENSE NUMBER

TEXAMERICAS CENTER
REAL ESTATE CONTRACT
(Commercial Unimproved Land)

STATE OF TEXAS

COUNTY OF BOWIE

This Contract of Sale is made by and between TEXAMERICAS CENTER, a political subdivision of the State of Texas, Bowie County, Texas (hereinafter referred to as "Purchaser"), and HOOKS SPECIAL INDUSTRIAL DEVELOPMENT CORPORATION, of Hooks, Bowie County, Texas (hereinafter referred to as "Seller"), upon the terms and conditions set forth herein.

ARTICLE I
PURCHASE AND SALE

Seller hereby sells and agrees to convey, and Purchaser hereby purchases and agrees to pay for, the tract of land ("the Property") more particularly described as follows:

All that certain 10 Acre Tract more particularly described in Exhibit "B" attached hereto and incorporated herein for all purposes, together with all Seller's interest in a non exclusive and terminable access easement for ingress and egress to and from the 10 Acre Tract over and across that certain 2.11 Acre Tract more particularly described in Exhibit "C" which is attached hereto and incorporated herein for all purposes.

The Property is a portion of that certain property deeded to Red River Redevelopment Authority (now known as TexAmericas Center) by that certain Deed Without Warranty recorded in Volume 5898 at Page 1 of the Real Property Records of Bowie County, Texas.

ARTICLE II PURCHASE PRICE

2.01. Amount of Purchase Price. The purchase price for said property shall be the sum of One Hundred Eighty-five Thousand and No/100 Dollars (\$185,000.00).

2.02. Payment of Purchase Price. The purchase price shall be payable in cash or certified funds at Closing.

ARTICLE III PURCHASER'S OBLIGATIONS

3.01. Conditions to Purchaser's Obligations. The obligations of Purchaser hereunder to consummate the transactions contemplated hereby are subject to the satisfaction of each of the following conditions (any of which may be waived in whole or in part by Purchaser at or prior to the closing).

3.02. Acceptability of Financing. (Intentionally deleted)

3.03. Inspection and Feasibility Studies. Within thirty (30) days after the date hereof, Purchaser is granted the right to conduct an engineering survey and feasibility study of the property, and such environmental, endangered species, wetlands assessments, subsurface tests, test borings, water surveys, percolation tests, topographical survey, sewage disposal survey and drainage determinations, and such other testing as Purchaser deems necessary, and in this connection Purchaser or Purchaser's designated agents may enter upon the premises for said purposes. If it should be determined by Purchaser in Purchaser's sole judgment that the property is not suitable for the intended purposes, or that the results of such tests and/or assessments are not acceptable to Purchaser, then and in this event, Purchaser may, on written notice to Seller received prior to the end of the period, terminate this agreement, and it shall be null and void for all purposes, and the Escrow Deposit shall be forthwith returned by the title company to Purchaser. If the written notice is not received within this period, the conditions shall be deemed to be acceptable and any objection thereto shall be deemed to have been waived for all purposes.

3.04. Preliminary Title Report. (Intentionally deleted)

3.05. Survey. No Survey is required.

3.06. Seller's Compliance. Seller shall have performed, observed and complied with all of the covenants, agreements and conditions required by this Agreement to be performed, observed and complied with by them prior to or as of the closing.

ARTICLE IV
REPRESENTATIONS AND WARRANTIES OF SELLER

Seller hereby represents and warrants to Purchaser as follows, which representations and warranties shall be deemed made by Seller to Purchaser also as of the closing date:

- (1) There are no parties in possession of any portion of the property as lessees, tenants at sufferance or trespassers;
- (2) There is no pending or threatened condemnation or similar proceeding or assessment affecting the property, or any part thereof, nor to the best knowledge and belief of Seller is any such proceeding or assessment contemplated by any governmental authority;
- (3) Seller has to Seller's knowledge and belief complied with all applicable laws, ordinances, regulations, statutes, rules and restrictions relating to the property or any part thereof;
- (4) The property shall have full and free access to and from public highways, streets or roads, and to the best knowledge of Seller, there is no pending or threatened governmental proceeding that would impair or result in the termination of this access.

ARTICLE V
PROPERTY CONDITION

5.01. Property Condition – Seller's Repairs. Subject to Purchaser's rights under paragraph 3.03, and further subject to Seller's obligations under paragraph 6.01, Purchaser accepts the property in its present condition "AS IS", "WHERE IS" and "WITH ALL FAULTS" and acknowledges that SELLER PROVIDES NO WARRANTY AS TO THE CONDITION OF THE PROPERTY (EXCEPT AS TO TITLE) OR THE SUITABILITY THEREOF FOR PURCHASER'S INTENDED PURPOSES.

5.02. Purchaser's Repairs. Purchaser shall pay for any repairs required by Purchaser or Purchaser's lender.

5.03. Seller's Disclosure of Property Condition. Purchaser acknowledges that there are no residential improvements on the Property, and therefore Seller is not required to give Purchaser the Disclosure Form required by Texas Property Code, Section 5.008.

ARTICLE VI
CLOSING

The closing shall be held at the office of JORDAN LAW FIRM, L.L.P., 4 Woodmont Crossing, Texarkana, Bowie County, Texas, on or before February 15, 2022, or as soon thereafter as all objections to title or survey are removed, but in no event later than March 31, 2022.

6.01. Seller's Obligations. At the closing, Seller shall

(A) deliver to Purchaser a duly executed and acknowledged Special Warranty Deed conveying good and indefeasible title in fee simple to all of the Property, free and clear of any and all liens, encumbrances, conditions, easements, assessments and restrictions except for the following "Permitted Exceptions":

- (1) A sign easement allowing Purchaser, its successors and assigns, to construct and maintain a sign now located and which may hereafter be located upon that certain 0.06 acre tract more particularly described in Exhibit "E" attached hereto and incorporated herein; as reserved by Purchaser in that certain Special Warranty Deed dated July 27, 2016, recorded as Document Number 2016-9037 in the office of the County Clerk of Bowie County, Texas.
- (2) A twenty-five foot (25') building set back line along all boundaries of the Property;
- (3) General real estate taxes for the year of closing and subsequent years not yet due and payable;
- (4) Utility Easements affecting the Property;
- (5) Flood Plain regulations applicable to the Property;
- (6) Mineral reservations or mineral conveyances by prior owners and any outstanding oil, gas or mineral leases;
- (7) Easements, rights of way, building set back lines, line of site clear zone, and all other matters shown in the Army Deed recorded in Volume 5898, Page 1 of the Real Property Records of Bowie County, State of Texas.
- (8) Restrictions and Covenants of Record in Volume 5898, Page 1, of the Real Property Records of Bowie County, State of Texas.
- (9) Exceptions and restrictions set forth in Exhibit "A" attached hereto which shall be incorporated into the deed from Seller to Purchaser.

B) deliver to Purchaser possession of the property.

6.02. Purchaser's Obligations. Purchaser shall pay the cash portion of the purchase price.

6.03. Prorations. General real estate taxes for the then current year relating to the property, rents, insurance, and utility charges, if any, shall be prorated as of the closing date and shall be

adjusted in cash at the closing. If the closing shall occur before the tax rate is fixed for the then current year, the apportionment of taxes shall be upon the basis of the tax rate for the preceding year applied to the latest assessed valuation. All special taxes or assessments, if any, to the closing date shall be paid by Seller.

6.04. Rollback Taxes. If this sale or Purchaser's use of the Property after closing results in the assessment of additional taxes, penalties and/or interest for periods prior to closing, the additional taxes, penalties and/or interest shall be paid by the Purchaser. The provisions of this paragraph shall survive closing.

6.05. Closing Costs. Purchaser shall pay all of the closing costs which are customarily assessed by a title company or applicable law against a Seller and a Purchaser in a transaction of this character in County and State in which the Property is located, unless provided otherwise herein.

ARTICLE VII REAL ESTATE COMMISSIONS

Purchaser and Seller each represents to the other that neither party has any agreement with a third party regarding a finder's or consultant's fee or real estate commission or any other payments to be paid relative to the negotiation or closing of this Contract or sale of the property sold or any interest therein and accordingly each party agrees to indemnify and hold the other party harmless from anyone claiming any such commissions or fees through the Seller or Purchaser as the case may be.

ARTICLE VIII ESCROW DEPOSIT/INDEPENDENT CONSIDERATION

8.01. Initial Deposit. For the purpose of securing the performance of Purchaser under the terms and provisions of this Agreement, Purchaser has delivered JORDAN LAW FIRM, L.L.P., 4 Woodmont Crossing, , Texarkana, Texas, (Escrow Agent), the sum of \$100.00 of which sum One Hundred and No/100 Dollars (\$100.00) shall constitute the Independent Consideration and the balance shall constitute the Escrow Deposit.

8.02. Disposition of Escrow Deposit. At the closing, the Escrow Deposit shall be paid over to Seller and applied to the cash portion of the purchase price, provided, however, that in the event the Purchaser shall have given written notice to the title company that one or more of the conditions to its obligations set forth in Article III have not been met, or, in the opinion of Purchaser, cannot be satisfied, in the manner and as provided for in Article III, then the Escrow Deposit shall be forthwith returned by the Escrow Agent to Purchaser.

8.03. Independent Consideration. The Independent Consideration has been bargained for and agreed to as consideration for Seller's execution and delivery of this Contract. The Independent Consideration is in addition to and independent of all other consideration provided for in this contract, is earned and is non-refundable. The Independent Consideration may be withdrawn from the Escrow Agent by Seller at any time without further direction from Purchaser, and if this Agreement is

terminated for any reason, said sum will, if not previously withdrawn by Seller, be paid to Seller without regard to the disposition of the Escrow Deposit.

ARTICLE IX BREACH BY SELLER

In the event Seller shall fail to fully and timely perform any of its obligations hereunder or shall fail to consummate the sale of the property for any reason, except Purchaser's default, Purchaser may (1) enforce specific performance of this Agreement; or (2) request that the Escrow Deposit shall be returned by the title company to Purchaser.

ARTICLE X BREACH BY PURCHASER

In the event Purchaser should fail to consummate the purchase of the property, the conditions to Purchaser's obligations set forth in Article III having been satisfied and Purchaser being in default and Seller not being in default hereunder, Seller shall have the right to (1) bring suit for specific performance, or (2) receive the Escrow Deposit from the title company, such sum being agreed on as liquidated damages for the failure of Purchaser to perform the duties, liabilities and obligations imposed upon it by the terms and provisions of this Agreement, and Seller agrees to accept and take said cash payment as its total damages and relief and as Seller's sole remedy hereunder in such event.

ARTICLE XI CASUALTY LOSS AND CONDEMNATION

11.01. Casualty Loss. If any part of the property is damaged or destroyed by fire, wind, or other casualty loss prior to closing, Seller shall restore the property to its previous condition as soon as reasonably possible, but in any event by the Closing Date. If Seller is unable to do so, or fails to do so, Purchaser may (1) extend the closing date up to ninety (90) days to provide additional time for Seller to perform; (2) accept the property in its damaged condition in which case Seller shall assign all insurance proceeds to Purchaser; or (3) terminate this agreement in which case the Escrow Deposit shall be refunded to Purchaser. This paragraph shall apply instead of Section 5.007, Texas Property Code.

11.02. Condemnation. If prior to closing, condemnation proceedings are commenced, or Seller receives notice that a governmental authority plans to institute condemnation proceedings of any part of the property, Purchaser may (1) extend the closing date until after the condemnation proceeding is completed, accept any award in condemnation, or payment made for a conveyance in lieu of condemnation, and reduce the sales price by the same amount as the award or payment, or (2) terminate this contract by written notice to Seller within 15 days after Purchaser receives written notice from Seller of the proposed condemnation.

ARTICLE XII
MISCELLANEOUS PROVISIONS

12.01. Assignment of Contract. This Contract may not be assigned without the express written consent of Seller.

12.02. Survival of Covenants. Any of the representations, warranties, covenants and agreements of the parties, as well as any rights and benefits of the parties pertaining to a period of time following the closing of the transactions contemplated hereby shall survive the closing and shall not be merged therein.

12.03. Notice. Any notice required or permitted to be delivered hereunder shall be deemed received when sent by United States mail, postage prepaid, certified mail, return receipt requested, addressed to Seller or Purchaser, as the case may be, at the address set forth below the signature of such party hereto with a copy to Counsel if Counsel is identified.

12.04. CHOICE OF LAW; VENUE. THIS CONTRACT SHALL BE CONSTRUED UNDER AND IN ACCORDANCE WITH THE LAWS OF THE STATE OF TEXAS, WITHOUT REGARD TO CHOICE-OF-LAW RULES OF ANY JURISDICTION, AND ALL OBLIGATIONS OF THE PARTIES CREATED HEREUNDER ARE PERFORMABLE IN BOWIE COUNTY, STATE OF TEXAS. VENUE IS IN THE COUNTY OF PERFORMANCE.

12.05. Parties Bound. This Contract shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, executors, administrators, legal representatives, successors and assigns where permitted by this Contract.

12.06. Legal Construction. In the case any one or more of the provisions contained in this Contract shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision hereof and this Contract shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein.

12.07. Prior Agreements Superseded. This Contract constitutes the sole and only agreement of the parties hereto and supersedes any prior understandings or written or oral agreements between the parties respecting the within subject matter.

12.08. Time of Essence. Time is of the essence of this Contract. The obligations and undertakings of the Parties hereto shall be performed within the time specified therefore, and failure to perform within such time shall constitute an event of default on that part of the party which fails to perform.

12.09. Gender. Words of any gender used in this contract shall be held and construed to include any other gender, and words in the singular number shall be held to include the plural, and vice versa, unless the context requires otherwise.

12.10. Memorandum of Contract. Upon request of either party, both parties shall promptly execute the memorandum of this agreement suitable for filing of record.

12.11. Compliance. In accordance with the requirements of Section 20 of the Texas Real Estate License Act, Purchaser is hereby advised that he should be furnished with or obtain a policy of title insurance or Purchaser should have the abstract covering the Property examined by an attorney of Purchaser's own selection.

12.12. Attorney's Fees. If Seller or Purchaser, Broker, or Escrow Agent is a prevailing party in any legal proceeding brought under or with respect to this contract, said prevailing party shall be entitled to recover from the non-prevailing party reasonable attorney's fees and court costs. This provision shall survive the closing.

12.13. Federal Tax Requirements. If Seller is a "foreign person" as defined by applicable law, or if Seller fails to deliver an affidavit that Seller is not a "foreign person," then Purchaser shall withhold from the sales proceeds an amount sufficient to comply with applicable law and deliver the same to the Internal Revenue Service, together with appropriate tax forms. IRS regulations require filing written reports if cash in excess of specified amounts is received in the transaction.

12.14. Construction of Contract. Seller and Purchaser acknowledges that this document is the result of negotiations between the parties in which both contributed to the drafting hereof and shall not be construed against either of them as having been the primary or dominant drafter.

12.15. Captions. The captions of the various paragraphs and clauses of this instrument have been inserted for the purpose of convenience and such captions shall not be deemed in any manner to modify, explain, enlarge or restrict any of the provisions herein.

12.16. Mediation. Any dispute between Seller and Purchaser related to this Contract which is not resolved through informal discussion will be submitted to a mutually acceptable mediation service or provider prior to the initiation of litigation; provided, however, this paragraph does not preclude a party from seeking equitable relief from a court of competent jurisdiction. The parties to the mediation shall bear the mediator's cost equally.

ARTICLE XIII NOTICES AND SPECIAL PROVISIONS

13.01. Special Notices.

- A. Purchaser is advised to have an abstract of title covering the Property examined by an attorney of Purchaser's selection, or Purchaser should be furnished with or obtain a Title Policy. If a Title Policy is furnished, the Commitment should be promptly reviewed by an attorney of Purchaser's choice due to the time limitations on Purchaser's right to object.

- B. If the Property is located outside the limits of a municipality, Seller notifies Buyer under §5.011, Texas Property Code, that the Property may now or later be included in the extraterritorial jurisdiction of a municipality and may now or later be subject to annexation by the municipality. Each municipality maintains a map that depicts its boundaries and extraterritorial jurisdiction. To determine if the Property is located within a municipality's extraterritorial jurisdiction or is likely to be located within a municipality's extraterritorial jurisdiction, contact all municipalities located in the general proximity of the Property for further information.
- C. If for the current ad valorem tax year the taxable value of the land that is the subject of this contract is determined by a special appraisal method that allows for appraisal of the land at less than its market value, the person to whom the land is transferred may not be allowed to qualify the land for that special appraisal in a subsequent tax year and the land may then be appraised at its full market value. In addition, the transfer of the land or a subsequent change in the use of the land may result in the imposition of an additional tax plus interest as a penalty for the transfer or the change in the use of the land. The taxable value of the land and the applicable method of appraisal for the current tax year is public information and may be obtained from the tax appraisal district established for the county in which the land is located.
- D. The real property that you are about to purchase may be located in a certificated water or sewer area, which is authorized by law to provide water or sewer service to the properties in the certificated area. If your property is located in a certificated area there may be special costs or charges that you will be required to pay before you can receive water or sewer service. There may be a period required to construct lines or other facilities necessary to provide water or sewer service to your property. You are advised to determine if the property is in a certificates area and contact the utility service provider to determine the cost that you will be required to pay and the period, if any, that is required to provide water or sewer service to your property.

The undersigned purchaser hereby acknowledges receipt of the forgoing notice at or before the execution of a binding contract for the purchase of the real property described in the notice or at closing of purchase of the real property.

13.02. Special Provisions. The following additional covenants and conditions shall apply to this transaction, to-wit:

- A. The exceptions and reservations set forth in Exhibit "A", which are binding upon the Property and all owners of same, shall be incorporated into the Deed

from Seller to Purchaser at Closing. Purchaser agrees to comply with the requirements of said exceptions and reservations and to indemnify, defend and hold Seller harmless from any and all claims, liabilities, losses, damages, remediation expenses, fines and penalties, and costs, foreseen or unforeseen, including without limitation counsel, engineering, and other professional or expert fees that Seller may incur by reason of Purchaser's action or inaction with regard to Purchaser's obligations under this Section. The provisions and covenants of this section shall survive the Closing of this transaction.

B. Army Imposed Restrictions.

a. Notwithstanding any other provision of this Contract, this Contract is made subject to, and Purchaser agrees to be bound by those certain exceptions, limitations, covenants, conditions and reservations set forth in the Deed Without Warranty conveying the Property from the United States of America, acting by and through the Secretary of the Army to Red River Redevelopment Authority dated September 1, 2010, and recorded in Volume 5898, Page 1 of the Real Property Records, Bowie County, Texas, to the extent said provisions apply to the Property. A copy of the Deed Without Warranty is available at the offices of Seller.

b. Purchaser specifically acknowledges that the Deed Without Warranty contains the following language regarding Post Transfer Discovery of Contamination:

“A. If an actual or threatened release of a hazardous substance or petroleum product is discovered by the GRANTEE, its successors or assigns on the Property after the date of conveyance, GRANTEE, its successors or assigns, shall be responsible for the investigation and/or remediation of such release or newly discovered substance unless GRANTEE is able to demonstrate that such release or such newly discovered substance was due to GRANTOR's activities, use, or ownership of the Property. If the GRANTEE, its successors or assigns believe the discovered hazardous substance is due to GRANTOR's activities, use or ownership of the Property, GRANTEE will immediately secure the site and notify the GRANTOR of the existence of the hazardous substances, and GRANTEE will not further disturb such hazardous substances without the written permission of the GRANTOR.

B. GRANTEE, its successors and assigns, as consideration for the conveyance of the Property, agree to release GRANTOR from any liability or responsibility for any claims arising solely out of the release of any hazardous substance or petroleum product on the

Property occurring after the date of the delivery and acceptance of this Deed, where such substance or product was placed on the Property by the GRANTEE, or its successors, assigns, employees, invitees, agents or contractors, after the conveyance. This paragraph shall not affect the GRANTOR's responsibilities to conduct response actions or corrective actions that are required by applicable laws, rules and regulations, or the GRANTOR's indemnification obligations under applicable laws."

c. Purchaser agrees to comply with the provisions of this subsection and will be responsible for all claims, damages, remediation expenses, fines and penalties related to violation of Hazardous Materials Laws, and/or violation or breach of the restrictions and covenants set forth in this Section 13.02 B. after the Closing, including but not limited to such claims, damages, remediation expenses, fines and penalties related to the release, disturbance, spreading, extension, expansion or exacerbation of a release or substance by Purchaser or those on the Property with the consent or for the benefit of Purchaser. The provisions and covenants of this section shall survive Closing.

ARTICLE XIV
EFFECTIVE DATE

14.01. Effective Date. This agreement shall be effective as of the date set forth below the signature of the last party to sign the agreement.

PURCHASER:

TEXAMERICAS CENTER

By: _____
Scott Norton, Executive Director/CEO

Date: January __, 2022

**Address for Notices to
Purchaser:**

TexAmericas Center
Attn: CEO
107 Chapel Lane
New Boston, Texas 75570

SELLER:

HOOKS SPECIAL INDUSTRIAL DEVELOPMENT
CORPORATION

By: _____
Name: _____
Title: President

Date: January __, 2022

**Address for Notices to
Seller:**

Hooks Special Industrial Development Corp.
P.O. Box 441
Hooks, Texas 75561

Attorneys for Purchaser:

Raymond W. Jordan
JORDAN LAW FIRM, L.L.P.
4 Woodmont Crossing
Texarkana, Texas 75503

Attorneys for Seller:

EXHIBIT A
ENVIRONMENTAL PROTECTION PROVISIONS

ENVIRONMENTAL PROTECTION PROVISIONS

The following conditions, restrictions and notifications will be attached, in a substantially similar form, as an exhibit to the Deed and be incorporated therein by reference in order to ensure protection of human health and the environment.

1. RESOURCE CONSERVATION AND RECOVERY ACT (RCRA) PERMIT

The GRANTEE acknowledges that the Lone Star Army Ammunition Plant is subject to the Resource Conservation and Recovery Act (RCRA) Permit for Industrial Solid Waste Management No. HW50292-001, issued in 1992, and renewed in September 2003. For so long as the Property remains subject to the RCRA Permit, the GRANTEE, its successors and assigns, agree that they will not interfere with United States Department of the Army activities required by the RCRA Permit. In addition, should any conflict arise between the RCRA Permit and any amendment thereto and the deed provisions, the RCRA Permit provisions will take precedence. The GRANTOR assumes no liability to the GRANTEE, its successors and assigns, should implementation of the RCRA Permit interfere with their use of the Property subject to the terms and conditions of GRANTOR's right of access in Paragraph 3 of the Deed above.

2. LAND USE RESTRICTIONS

- A.** The United States Department of the Army has undertaken careful environmental study of the Property and concluded that the land use restrictions set forth below are required to ensure protection of human health and the environment. The GRANTEE, its successors and assigns, shall not undertake nor allow any activity on, or use of, the property that would violate the land use restrictions contained herein and they shall be binding on the GRANTEE, its successors and assigns, and shall run with the land. The GRANTEE, its successors and assigns, transferees, sub lessees, tenants, invitees or licensees shall not engage in activities that violate these land use restrictions.
- B. Residential Use Restriction.** The GRANTEE, its successors and assigns, shall use the property solely for commercial or industrial activities and not for residential purposes. For purposes of this restriction, residential use includes, but is not limited to, single family or multi-family residences; childcare facilities; and nursing home or assisted living facilities; and any type of education purpose for children/young adults in grades kindergarten through grade 12.
- C. Groundwater Restriction.** GRANTEE is hereby informed and acknowledges that the groundwater under the Property is contaminated at many site-specific locations throughout the RRR Parcel. The GRANTEE, its successors and assigns, shall not access or use the groundwater underlying the Property for any purpose without the prior written approval of the United States Department of the Army and the Texas

Commission on Environmental Quality. For purpose of this restriction, “ground water” shall have the same meaning as in Section 101(12) of the CERCLA.

- D. Groundwater Monitoring Wells.** GRANTEE has been informed of and acknowledges the presence of groundwater monitoring wells on the Property. The Army reserves a right to access these wells for the purposes of installing, monitoring, maintaining, and removing the wells. The GRANTEE, its successors and assigns, shall not destroy, remove or inactivate these wells nor interfere with any monitoring actions conducted by the U.S. Department of the Army or its contractors at these wells.
- E. Ground Disturbance or Intrusive Activities.** The GRANTEE acknowledges that areas designated as “MEC Area” in Attachment 1 on the Property contain munitions and explosives of concern (MEC). The GRANTEE, its successors and assigns, shall not conduct ground disturbing or intrusive activities in these areas without the express written consent of the Army. Any such activities approved by the Army conducted on behalf of the GRANTEE should be undertaken by trained personnel in MEC safety measures.
- F. Landfill Restrictions.** The Property includes the Inactive Western Sanitary Landfill, the Abandoned Construction Landfill (LSAAP-009), and the CC 1313 Landfill. The GRANTEE, its successors and assigns, shall not conduct or permit others to conduct any excavation, digging, drilling, or other ground disturbance activities that may damage caps or disturb buried waste in these areas. LUCs at these landfills included deed recordation. Access to the CC 1313 Landfill and the Abandoned Construction Landfill (LSAAP-009) has been limited through posted signs and by fence and gate, respectively, which shall be maintained by the GRANTEE.
- G. Security Clearance (Manned Guard Post – Temporary).** The GRANTOR will maintain site security through the maintenance of the existing perimeter fence and fund the costs for manned security guards at two LSAAP gates to restrict public access to the Property. The fencing and security patrols will be appropriately adjusted over time, based on the completion of remediation activities and TCEQ approvals.
- H. Radiological Materials Notification and Covenant.** The GRANTEE is hereby informed and does acknowledge that radioactive materials and equipment containing radioactive materials were present on the Property to be conveyed, described as follows:
- LSAAP had United States Nuclear Regulatory Commission (USNRC) License Nos. 42-15051-01 and 42-15051-02 for sealed sources in the past related to non-destructive testing and quality control instrumentation. Both USNRC licenses have been terminated.
 - Radiological materials that were used under the existing Army Radiation Permits (ARP):

- Depleted uranium (DU) was detected in Building E-138 from the presence of linacs.
- Polonium-210 used for static charge elimination was located in Building G-15, Bay 8 (3units).
- Cesium-137 used for radiological instrument checks was located in Building I-5, Room 118 (4 sealed check sources and 1 sealed source).
- Depleted Uranium used for shielding a linear accelerator was located in Building G-2.
- Tritium in static meters was located in Building I-5, Room W-12.
- Sodium-22 formerly used for sheer pin detection machines was stored for disposal in Building I-5.
- Rapiscan RAP 522B, Cabinet X-Ray Unit in Bldg I-6.
- Varian Linatron 3M, Industrial X-Ray was located in Bldg B-13.

There is no evidence of a release of radiological materials. The GRANTEE, its successors and assigns, shall not access or use, or permit others to access or use, Buildings B-13, E-138, G-2, G-15, Room W-12 and Room 118 of Building I-5, and I-6 on the Property. This restriction shall apply until the Army has submitted the Historical Site Assessment and any necessary survey results to the Army Radiation Safety Officer (RSO). Upon approval by the RSO, the property is released for unrestricted use and documentation of such approval will be provided to GRANTEE in recordable form.

- I. Modifying Restrictions.** Nothing contained herein shall preclude the GRANTEE, its successors or assigns, from undertaking, in accordance with applicable laws and regulations and without any cost to the GRANTOR, such additional action necessary to allow for other less restrictive use of the Property. Prior to such less restrictive use of the Property, the GRANTEE shall consult with and obtain the approval of the GRANTOR, and, as appropriate, the State or federal regulators, or the local authorities. Upon the GRANTEE's obtaining the approval of the GRANTOR, and, as appropriate, state or federal regulators or local authorities, the GRANTOR agrees to record an amendment hereto. This recordation shall be the responsibility of the GRANTEE and at no additional cost to the GRANTOR.
- J. Submissions.** The GRANTEE, its successors and assigns, shall submit any requests to modification to the above restrictions to GRANTOR and Texas Commission of Environmental Quality by first class mail, postage prepaid, addresses as follows:

GRANTOR: Mr. Webster Procter
Office of the Assistant Chief of Staff
for Installation Management
ATTN: BRAC Division (DAIM-ODB)

600 Army Pentagon
Washington, DC 20310-0600

TCEQ: Ms. Maureen Hatfield
Team I, Environmental Cleanup Section I
Remediation Division
Texas Commission on Environmental Quality
P.O. Box 13087
Austin, TX 78711-3087

3. NOTICE OF THE PRESENCE OF ASBESTOS AND COVENANT

A. The Grantee is hereby informed and does acknowledge that friable and non-friable asbestos or asbestos containing material “ACM” has been found on the Property. The Property may contain improvements, such as facilities, equipment and pipelines, above and below the ground, that contain friable and non-friable asbestos or ACM. The Occupational Safety and Health Administration (OSHA) and the Environmental Protection Agency have determined that unprotected or unregulated exposure to airborne asbestos fibers increases the risk of asbestos-related diseases, including certain cancers that can result in disability or death.

B. For the buildings and structures on the Property listed in the Table of Facilities to be Surveyed for ACM (Army Responsibility), Table 1 of Attachment 2, the Grantor agrees to conduct an asbestos survey and conduct any necessary abatement or remediation in compliance with all applicable laws related to ACM and asbestos. After the Grantor conducts the survey and any necessary abatement or remediation of ACM and asbestos based on the survey, the Grantee will then be responsible for any further maintenance, abatement, or remediation in the future to comply with applicable laws and regulations relating to ACM and asbestos in these buildings and structures listed in the Table of Facilities to be Surveyed for ACM (Army Responsibility), Table 1 of Attachment 2. For the remainder of buildings and structures on the Property as listed in the Table of Facilities Which May Contain ACM (RRRA Responsibility), Table 2 of Attachment 2, the Grantee acknowledges that they may contain friable asbestos as of the date of conveyance and agrees to be responsible for any and all asbestos abatement or remediation that may be required under applicable law or regulation at no expense to the Grantor. The Grantor has agreed to transfer said buildings in the Table of Facilities Which May Contain ACM (RRRA Responsibility), Table 2 of Attachment 2, to the Grantee, prior to remediation or abatement of asbestos hazards that may exist in those buildings, in reliance upon the Grantee’s express representation and covenant to be responsible for the required asbestos abatement or remediation of these buildings or structures prior to occupancy thereof in accordance with applicable law. However, the Grantor agrees that the Grantor and its contractors shall comply with applicable laws relating to ACM or asbestos in the course of performing activities within the buildings or structures in the Table of Facilities

Which May Contain ACM (RRRA Responsibility), Table 2 of Attachment 2, including conducting removal of fixtures and personal property, remediation, and explosive decontamination in the buildings or structures on the Property listed in the Table of Facilities Which May Contain ACM (RRRA Responsibility), Table 2 of Attachment 2.

C. Subject to the provisions of Paragraph 3.B above, the Grantor assumes no liability for damages for personal injury, illness, disability or death, to the Grantee, or to the Grantee's, assigns, employees, invitees, or any other person subject to the Grantee's control or direction, or to any other person, including members of the general public, arising from or incident to the purchase, transportation, removal, handling, use, disposition, or other activity causing or leading to contact of any kind whatsoever with asbestos in or on the buildings, to include asbestos in or on buried pipelines, on the Property, whether the Grantee, its successors or assigns has or have properly warned or failed properly to warn the individual(s) injured. This provision shall not be applicable in cases where the Grantor or its contractors are performing activities on the Property that cause contact of any kind with asbestos as provided above.

D. The Grantee covenants and agrees that in its use and occupancy of the Property, it will comply with all Federal, State, and local laws relating to asbestos.

E. The Grantee acknowledges that it has inspected or has had the opportunity to inspect the buildings and structures on the Property as to its asbestos and ACM condition and any hazardous or environmental conditions relating thereto. The Grantee shall be deemed to have relied solely on its own judgment in assessing the overall condition of all or any portion of the Property, including, without limitation, any asbestos or ACM hazards or concerns.

4. NOTICE OF THE PRESENCE OF LEAD-BASED PAINT (LBP) AND COVENANT AGAINST THE USE OF THE PROPERTY FOR RESIDENTIAL PURPOSES

A. The GRANTEE is hereby informed and does acknowledge that all buildings on the Property which were constructed or rehabilitated prior to 1978 are presumed to contain lead-based paint. Lead from paint, paint chips, and dust can pose health hazards if not managed properly. Every purchaser of any interest in Residential Real Property on which a residential dwelling was built prior to 1978 is notified that there is a risk of exposure to lead from lead-based paint that may place young children at risk of developing lead poisoning.

B. The GRANTEE covenants and agrees that it shall not permit the occupancy or use of any buildings or structures on the Property as Residential Real Property, as defined under 24 Code of Federal Regulations Part 35 laws and regulations pertaining to lead-based paint and/or lead-based paint hazards. Prior to permitting the occupancy of the Property where its use subsequent to sale is intended for residential habitation, the GRANTEE specifically agrees to perform, at its sole expense, the Army's abatement requirements under Title X of the Housing and Community Development Act of 1992 (Residential Lead-Based Paint Hazard Reduction Act of 1992).

C. The GRANTEE acknowledges that it has inspected or has had the opportunity to inspect buildings and structures on the Property as to their lead-based paint content and condition and any hazardous or environmental conditions relating thereto. The GRANTEE shall be deemed to have relied solely on its own judgment in assessing the overall condition of all or any portion of the Property, including, without limitation, any lead-based paint hazards or concerns in buildings or structures on the Property.

5. PCB NOTIFICATION AND COVENANT

A. The GRANTEE is hereby informed and does acknowledge that the Army conducted a PCB transformer study, which indicated that there are PCB-containing transformers in use on the Property, as listed in Attachment 3. In addition, the GRANTEE is hereby informed and does acknowledge that the potential presence of PCB Paint in buildings or structures on the Property.

B. The GRANTEE covenants and agrees that its continued possession, use and management of any PCBs and PCB-containing equipment will be in compliance with all applicable laws relating to PCBs and PCB-containing equipment. The GRANTEE agrees to be responsible for any future abatement and remediation of PCB contamination from PCB Paint and PCB-containing equipment found to be necessary in or on equipment, buildings or structures on the Property at no expense to the GRANTOR. The GRANTOR has agreed to transfer said buildings to the GRANTEE, prior to remediation or abatement of PCB Paint, in reliance upon the GRANTEE's express representation and covenant to perform any PCB Paint abatement or remediation of these buildings as required by applicable law.

C. The GRANTEE acknowledges that it has inspected or has had the opportunity to inspect buildings and equipment on the Property as to the presence of PCBs. The GRANTEE shall be deemed to have relied solely on its own judgment in assessing the overall condition of all or any portion of the Property, including, without limitation, any PCB hazards or concerns in buildings, structures or equipment.

6. NOTICE OF THE POTENTIAL PRESENCE OF MUNITIONS AND EXPLOSIVES OF CONCERN ("MEC") AND COVENANT

A. **Notification.** The GRANTEE is hereby notified that due to the former use of the Property as a military installation, the Property may contain munitions and explosives of concern ("MEC"). The term MEC means specific categories of military munitions that may pose unique explosives safety risks and includes: (1) Unexploded ordnance (UXO), as defined in 10 U.S.C. §101(e)(5); (2) Discarded military munitions (DMM), as defined in 10 U.S.C. §2710(e)(2); or (3) Munitions constituents (e.g., TNT, RDX), as defined in 10 U.S.C. §2710(e)(3), present in high enough concentrations to pose an explosive hazard. If the GRANTEE, any subsequent owner, or any other person should find MEC on the Property, they shall not attempt to disturb, remove or destroy it, but shall immediately notify the local law enforcement agency having jurisdiction on the RRRR Parcel so that appropriate Department of Defense explosive ordnance disposal (EOD) personnel can be dispatched to address such MEC as required under applicable laws and regulations and at no expense to the GRANTEE.

B. The Property was previously used for munitions production and storage. In 1946, an explosion occurred in Area C. A carload of 37mm HE munitions accidentally caught fire and created low-order explosions. A Geophysic-aided surface/near-surface MEC investigation was conducted in July 2007 by UXO-qualified technicians. Four 100-ft square investigation grids established east of Barricade C-40 and north of the Area C southern fence line were investigated. No MEC was identified in those grids. In 1969, an explosion occurred outside Igloo 7, Row 3 in Area V. A van with approximately 531,000 detonators exploded. A Geophysic-aided surface/near-surface MEC investigation conducted August 2007 by UXO-qualified technicians. Four 100-ft square grids encompassing 100 feet north and south, and 200 feet east of the explosion site were investigated. No MEC was identified in those grids. A summary of MEC discovered on the property is provided in Attachment 4. A map depicting the location of munitions response sites is provided at Attachment 1.

C. Easement and Access Rights:

(1) The GRANTOR reserves a perpetual and assignable right of access on, over, and through, to access and enter upon the Property in any case in which a munitions response action is found to be necessary, or such access and entrance is necessary to carry out a munitions response action on adjoining property. Such easement and right of access includes, without limitation, the right to perform any additional investigation, sampling, testing, test-pitting, surface and subsurface clearance operations, or any other munitions response action necessary for the United States to meet its responsibilities under applicable laws and as provided for in this Deed. This right of access shall be binding on the GRANTEE, its successors and assigns, and shall run with the land.

(2) In exercising this easement and right of access, the GRANTOR shall give the GRANTEE or the then record owner, reasonable notice of the intent to enter on to the Property, except in emergency situations. GRANTOR shall use reasonable means, without significant additional costs to the GRANTOR, to avoid and/or minimize interference with the GRANTEE's and the GRANTEE's successors' and assigns' quiet enjoyment of the Property. Such easement and right of access includes the right to obtain and use utility services, including water, gas, electricity, sewer, and communications services available on the property at a reasonable charge to the United States. Excluding the reasonable charges for such utility services, no fee, charge, or compensation will be due the GRANTEE nor its successors and assigns, for the exercise of the easement and right of access hereby retained and reserved by the United States.

(3) In exercising this easement and right of access, neither the GRANTEE nor its successors and assigns, as the case maybe, shall have any claim at law or equity against the United States or any officer, employee, agent, contractor of any tier, or servant of the United States based on actions taken by the United States or its officers, employees, agents, contractors of any tier, or servants pursuant to and in accordance with this Paragraph. In addition, the GRANTEE, its successors and assigns, shall not interfere with any munitions response action conducted by the GRANTOR on the Property. Provided, however, that nothing in this paragraph shall be considered as a waiver by the GRANTEE and its successors and assigns of any remedy available to them under the Federal Tort Claims Act.

7. No provision in this Environmental Protection Provisions will be construed to negate or modify the GRANTOR's obligations under CERCLA.

As used in this Exhibit "A", the term "Grantor" means the United States of America, U.S. Department of the Army, and the term "Grantee" means TexAmericas Center (formerly known as Red River Redevelopment Authority).

EXHIBIT “B”
10 ACRE TRACT LEGAL DESCRIPTION

All that certain lot, tract or parcel of land lying and situated in the Charles Lewis Headright Survey, Abstract 338, Bowie County, Texas, being being part of that certain tract of land described as Tract 2 – North of Proposed 4th Street Parcel with 649.335 acres in the deed from United States of America to Red River Redevelopment Authority, now known as TexAmericas Center, dated September 1, 2010, recorded in Volume 5898, Page 1 of the Real Property Records of Bowie County, Texas, and being more particularly described by metes and bounds as follows:

BEGINNING at a 1/2 inch steel rod set for a corner, capped MTG 101011-00, lying in the South right-of-way line of the Texas and Pacific Railroad, the Northwest corner of the said 649.335 acre tract, the Northeast corner of that certain tract of land described as Tract 19 – Proposed Washington Street with 33.260 acres, now known as Cass Street, in the deed from United States of America to Red River Redevelopment Authority, now known as TexAmericas Center, dated September 1, 2010, recorded in Volume 5898, Page 1 of the Real Property Records of Bowie County, Texas;

THENCE North 84 degrees 08 minutes 38 seconds East a distance of 591.48 feet along the South right-of-way line of the said Railroad and the North line of the said 649.335 acre tract to a 2 inch aluminum disk found for a corner, stamped SAM, found for a corner, at an inside ell corner of the said Railroad, an outside ell corner of the said 649.335 acre tract;

THENCE South 05 degrees 51 minutes 22 seconds East a distance of 4.50 feet along the South right-of-way line of the said Railroad and the North line of the said 649.335 acre tract to a 2 inch aluminum disk found for a corner, stamped SAM, found for a corner, at an outside ell corner of the said Railroad, an inside ell corner of the said 649.335 acre tract;

THENCE North 84 degrees 08 minutes 38 seconds East a distance of 55.99 feet along the South right of the said Railroad and the North line of the said 649.335 acre tract to a 1/2 inch steel rod set for a corner, capped MTG 101011-00;

THENCE South 05 degrees 51 minutes 22 seconds East a distance of 677.89 feet to a 1/2 inch steel rod set for a corner, capped MTG 101011-00;

THENCE South 89 degrees 26 minutes 40 seconds West a distance of 693.04 feet, running 25.0 feet North and parallel to a TexAmericas center rail spur to a 1/2 inch steel rod set for a corner, capped MTG 101011-00, lying in the West line of the said 649.335 acre tract, the East line of the said 33.260 acre tract;

THENCE North 02 degrees 30 minutes 20 seconds West a distance of 76.69 feet along the West line of the said 649.335 acre tract and the East line of the said 33.260 acre tract to a 1/2 inch steel rod found for a corner, capped Texas MG 5760, at the beginning of a circular curve to the right, tangent to the said line;

THENCE in a Northwesterly direction along the arc of the said circular curve a distance of 228.07 feet, with a delta angle of 01 degrees 08 minutes 52 seconds, a radius of 11384.16 feet, a chord bearing of North 01 degrees 55 minutes 54 seconds West, and a chord distance of 228.07 feet to a 1/2 inch steel rod found for a corner, capped Texas MG 5760, at the end of the said circular curve;

THENCE North 01 degrees 21 minutes 27 seconds West, tangent to the said circular curve, a distance of 153.19 feet along the West line of the said 649.335 acre tract and the East line of the said 33.260 acre tract to a 1/2 inch steel rod found for a corner, capped Texas MG 5760, at the beginning of a circular curve to the left, tangent to the said line;

THENCE in a Northwesterly direction along the arc of the said circular curve a distance of 138.98 feet, with a delta angle of 01 degrees 22 minutes 19 seconds, a radius of 5804.58 feet, a chord bearing of North 02 degrees 02 minutes 37 seconds West, and a chord distance of 138.98 feet to a 1/2 inch steel rod found for a corner, capped Texas MG 5760, at the end of the said circular curve;

THENCE North 02 degrees 43 minutes 46 seconds West, tangent to the said circular curve a distance of 22.92 feet along the West line of the said 649.335 acre tract and the East line of the said 33.260 acre tract to the point of beginning and containing 10.000 acres of land, at the time of this survey.

This description is based on the survey and plat made by Jeffrey A. Wood, Registered Professional Land Surveyor No. 6220, on April 21, 2016.

EXHIBIT “C”
2.11 ACRE TRACT LEGAL DESCRIPTION
ACCESS EASEMENT

All that certain lot, tract or parcel of land lying and situated in the George Collum Headright Survey, Abstract 119, and the Charles Lewis Headright Survey, Abstract 338, Bowie County, Texas, being a part of that certain tract of land described as Tract 19 – Proposed Washington Street with 33.260 acres, now known as Cass Street, in the deed from United States of America to Red River Redevelopment Authority, now known as TexAmericas Center, dated September 1, 2010, recorded in Volume 5898, Page 1 of the Real Property Records of Bowie County, Texas, all of that certain tract of land described as 0.229 acres in the deed from Charles D. Crupton to TexAmericas Center, formerly known as Red River Redevelopment Authority, dated November 9, 2012, recorded in Volume 6341, Page 85 of the Real Property Records of Bowie County, Texas, and being more particularly described by metes and bounds as follows:

BEGINNING at a 1/2 inch steel rod set for a corner, capped MTG 101011-00, lying in the South right-of-way line of the Texas and Pacific Railroad, the Northeast corner of the said 33.260 acre tract, the Northwest corner of that certain tract of land described as Tract 2 – North of Proposed 4th Street Parcel with 649.335 acres in the deed from United States of America to Red River Redevelopment Authority, now known as TexAmericas Center, dated September 1, 2010, recorded in Volume 5898, Page 1 of the Real Property Records of Bowie County, Texas;

THENCE South 02 degrees 43 minutes 46 seconds East a distance of 22.92 feet along the East line of the said 33.260 acre tract and the West line of the said 649.335 acre tract to a 1/2 inch steel rod found for a corner, capped Texas MG 5760, at the beginning of a circular curve to the right;

THENCE in a Southeasterly direction along the arc of the said circular curve a distance of 138.98 feet, with a delta angle of 01 degrees 22 minutes 19 seconds, a radius of 5804.58 feet, a chord bearing of South 02 degrees 02 minutes 37 seconds East, and a chord distance of 138.98 feet to a 1/2 inch steel rod found for a corner, capped Texas MG 5760, at the end of the said circular curve;

THENCE South 01 degrees 21 minutes 27 seconds East a distance of 153.19 feet tangent to the said circular curve, a distance of 153.19 feet along the East line of the said 33.260 acre tract and the West line of the said 649.335 acre tract to a 1/2 inch steel rod found for a corner, capped Texas MG 5760, at the beginning of a circular curve to the left;

THENCE in a Southeasterly direction along the arc of the said circular curve a distance of 228.07 feet, with a delta angle of 01 degrees 08 minutes 52 seconds, a radius of 11384.16 feet, a chord bearing of South 01 degrees 55 minutes 54 seconds East, and a chord distance of 228.07 feet to a 1/2 inch steel rod found for a corner, capped Texas MG 5760, at the end of the said circular curve;

THENCE South 02 degrees 30 minutes 20 seconds East, tangent to the said circular curve, a distance of 76.69 feet along the East line of the said 33.260 acre tract and the West line of the said 649.335 acre tract to a 1/2 inch steel rod set for a corner, capped MTG 101011-00;

THENCE South 89 degrees 26 minutes 40 seconds West a distance of 150.09 feet to a point for a corner, lying in the West line of the said 33.260 acre tract, lying in the East line of that certain tract of land described as Tract 1 – North West Corner Parcel with 761.245 acres in the deed from United States of America to Red River Redevelopment Authority, now known as TexAmericas Center, dated September 1, 2010, recorded in Volume 5898, Page 1 of the Real Property Records of Bowie County, Texas;

THENCE North 02 degrees 30 minutes 20 seconds West a distance of 71.59 feet along the West line of the said 33.260 acre tract and the East line of the said 761.245 acre tract to a point for a corner, at the beginning of a circular curve to the right, tangent to the said line;

THENCE in a Northwesterly direction along the arc of the said circular curve a distance of 231.08 feet, with a delta angle of 01 degrees 08 minutes 52 seconds, a radius of 11534.16 feet, a chord which bearing of North 01 degrees 55 minutes 54 seconds West, and a chord distance of 231.07 feet to a point for a corner, at the end of the said circular curve;

THENCE North 01 degrees 21 minutes 27 seconds West a distance of 153.19 feet along the West line of the said 33.260 acre tract, the East line of the said 761.245 acre tract, and the East line of that certain tract of land described as 0.229 acres in the deed from TexAmericas Center, formerly known as Red River Redevelopment Authority, to Charles D. Crumpton, dated November 9, 2012, recorded in Volume 6341, Page 85 of the Real Property Records of Bowie County, Texas, to a point for a corner, at the beginning of a circular curve to the right, tangent to the said line;

THENCE in a Northwesterly direction along the arc of the said circular curve a distance of 135.39 feet, with a delta angle of 01 degrees 22 minutes 19 seconds, a radius of 5654.58 feet, a chord bearing of North 02 degrees 02 minutes 37 seconds West, and a chord distance of 135.38 feet to a point for a corner, at the end of the said circular curve;

THENCE North 02 degrees 43 minutes 46 seconds West a distance of 14.73 feet along the West line of the said 0.229 acre tract (6341/85) to a point for a corner, lying in the South right-of-way line of the said Railroad, the Northwest corner of the said 0.229 acre tract (6341/85);

THENCE North 84 degrees 08 minutes 38 seconds East a distance of 150.22 feet along the South right-of-way line of the said Railroad and the North line of the said 0.229 acre tract (6341/85) to the point of beginning and containing 2.111 acres of land, at the time of this survey.

This description is based on the survey and plat made by Jeffrey A. Wood, Registered Professional Land Surveyor No. 6220, on April 21, 2016.

EXHIBIT “D”
(Intentionally Deleted)

EXHIBIT “E”
0.006 ACRE TRACT LEGAL DESCRIPTION
SIGN VIEW CORRIDOR

All that certain lot, tract or parcel of land lying and situated in the Charles Lewis Headright Survey, Abstract 338, Bowie County, Texas, being being part of that certain tract of land described as Tract 2 – North of Proposed 4th Street Parcel with 649.335 acres in the deed from United States of America to Red River Redevelopment Authority, now known as TexAmericas Center, dated September 1, 2010, recorded in Volume 5898, Page 1 of the Real Property Records of Bowie County, Texas, and being more particularly described by metes and bounds as follows:

BEGINNING at a 1/2 inch steel rod set for a corner, capped MTG 101011-00, lying in the South right-of-way line of the Texas and Pacific Railroad, the Northwest corner of the said 649.335 acre tract, the Northeast corner of that certain tract of land described as Tract 19 – Proposed Washington Street with 33.260 acres, now known as Cass Street, in the deed from United States of America to Red River Redevelopment Authority, now known as TexAmericas Center, dated September 1, 2010, recorded in Volume 5898, Page 1 of the Real Property Records of Bowie County, Texas;

THENCE North 84 degrees 08 minutes 38 seconds East a distance of 22.92 feet along the South right-of-way line of the said Railroad and the North line of the said 649.335 acre tract to a point for a corner, said corner bears North 84 degrees 08 minutes 38 seconds East a distance of 568.56 feet to a 2 inch aluminum disk found for a corner, stamped SAM, found for a corner, at an inside ell corner of the said Railroad, an outside ell corner of the said 649.335 acre tract;

THENCE South 40 degrees 42 minutes 18 seconds West a distance of 33.29 feet to a point for a corner, lying in the West line of the said 649.335 acre tract and the East line of the said 33.260 acre tract;

THENCE North 02 degrees 43 minutes 46 seconds West a distance of 22.92 feet along the West line of the said 649.335 acre tract and the East line of the said 33.260 acre tract to the point of beginning and containing 0.006 acres of land, at the time of this survey.

This description is based on the survey and plat made by Jeffrey A. Wood, Registered Professional Land Surveyor No. 6220, on April 21, 2016.



RESOLUTION NO. 20220125-10

**A RESOLUTION AUTHORIZING THE CLOSING UPON THE SALE OF A 4.736 ACRE TRACT (G PONDS)
TO EXPANSION INDUSTRIES, LLC; AND PROVIDING FOR AN EFFECTIVE DATE**

WHEREAS, TexAmericas Center is a political subdivision of the State of Texas with the powers and authorities specified in Chapter 3503 of the Special District Local Laws Code of the State of Texas; and

WHEREAS, on or about March 23, 2021, TAC East Holdings Company No. 1 as Landlord and Expansion Industries, LLC as Lessee entered into a Lease Agreement with Option to Purchase regarding certain property in Bowie County, Texas; and

WHEREAS, on or about the 15th day of July, 2021, TAC East Holdings Company No. 1 conveyed by Special Warranty Deed a 165.54 acre tract of land pursuant to the terms of said Option to Purchase; and

WHEREAS, on or about July 15, 2021, TAC East Holdings No. 1 and Expansion Industries, LLC entered into an Escrow Agreement providing for the conveyance of an additional 4.736 acres (G Ponds) to Expansion Industries, LLC upon approval of the transfer of ownership of the 4.736 acre tract by the Texas Commission on Environmental Quality in return for the payment by Expansion Industries, LLC of the sum of \$35,520.00; and

WHEREAS, the Texas Commission on Environmental Quality has approved the transfer and conveyance of the 4.736 acre tract to Expansion Industries, LLC; and

WHEREAS, the TexAmericas Center Board of Directors finds that it is in the best interest of TexAmericas Center and TAC East Holdings Company No. 1 that said 4.736 acre tract be conveyed to Expansion Industries, LLC pursuant to the terms of the Escrow Agreement;

NOW, THEREFORE, BE IT RESOLVED by the Board of Directors of TexAmericas Center that it does hereby approve the conveyance by TAC East Holdings Company No. 1 of said 4.736 acres to Expansion Industries, LLC.

BE IT FURTHER RESOLVED that this Resolution shall be effective upon its date of passage.

PASSED and APPROVED this 25th day of January, 2022.

Jim Roberts, Chairman of the Board

ATTEST:

Justin Powell, Secretary